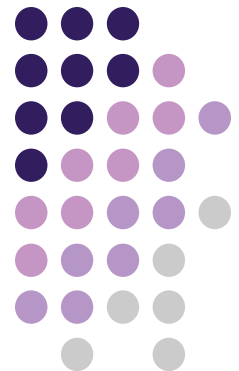


# Metropolitan Education District

Silicon Valley Adult Education Programs

Silicon Valley Career Technical Education Center



# CSEA CONTRACT

California School Employees' Association

## Term of the Agreement

**July 1, 2014 through June 30, 2017**

Approved by Governing Board 5/14/2014 and 6/11/2014

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**ARTICLE 1000  
AGREEMENT**

This Agreement is entered into this 30th day of April 2014 between the Governing Board of the Metropolitan Education District, hereinafter called the "MetroED", and the California School Employees Association and its Chapter #227, hereinafter called the "ASSOCIATION".

**ARTICLE 2000  
RECOGNITION**

2100 MetroED recognizes the Association as the sole and exclusive bargaining agent for employees in the classifications included in Appendix B, excluding those employees designated as "confidential" through the California State Mediation and Conciliation Service.

2200 **NEW POSITIONS**  
New positions established during the term of this Agreement shall be reviewed with the Association as to their inclusion or exclusion in the bargaining unit. In case of conflict, final resolution shall be decided by an arbitrator provided by the California State Mediation and Conciliation Service.

**ARTICLE 3000  
TERM OF AGREEMENT**

3100 The parties have met and negotiated in good faith pursuant to Government Code Sections 3500-3511, and reached agreement on a new contract for the period July 1, 2014-June 30, 2017.

3200 The agreement shall remain in full force and effect beyond the stated expiration date from day to day until such time as a new or modified agreement is ratified by both parties. The Association does not waive its rights to any impasse procedures covered by the terms and conditions of the agreement.

**ARTICLE 4000  
NEGOTIATION PROCEDURE**

4100 Reopeners

4110 The parties agree to reopen each year on the following issues:

1. Compensation
2. Fringe Benefits
3. Two additional articles each

4200 Between January 1 and May 1 of the year this agreement terminates or provides for

any reopeners in the ensuing year, either party may submit to the other a request to modify, amend, or terminate specific sections of the Agreement.

4210 Upon a receipt of a request from either party as described in Section 4200, MetroED will follow the regulations adopted by the Governing Board based on the collective bargaining law (Division 4 of Title I of the Government Code, Chapter 10.7, Article 8, Section 3547) that provides for public opinion to be expressed on negotiations proposals.

4300 MetroED and the Association agree that the persons acting as chief negotiators for the respective parties shall have the authority of the respective party and shall be authorized to make proposals, counter proposals, and to sign tentative agreements. Any final agreement for a collective bargaining agreement between the parties reached through the negotiation process shall be submitted to the Governing Board and bargaining unit of employees for approval and ratification.

4400 The date, time, and agenda for future negotiation sessions will tentatively be established at the close of each session.

4500 **Contract Implementation**  
Both parties agree that during the term of this agreement each party may request a meeting to review problems associated with the contract if either party declares its intent to do so.

## **ARTICLE 5000 ASSOCIATION RIGHTS**

### 5100 **Use of Facilities**

5110 The District authorizes the Association to use the District facilities and buildings at times that do not interfere with the instructional programs provided the Association submits the appropriate request to the immediate supervisor of the facility or building.

5120 The Association agrees to leave facilities, buildings, and/or equipment used in a clean, orderly and operable condition.

### 5200 **Access to Work Locations**

5210 Association business shall not be conducted except before or after unit member's scheduled hours of work, during breaks, or lunch unless otherwise agreed to in writing by the unit member and supervisor. The supervisor's denial of any request under this section shall be final.

5220 MetroED shall grant Association representatives access to unit member work locations to conduct Association business before and after work, at lunch and during breaks. By mutual agreement of the Association representative, the unit member and Supervisor, MetroED may grant Association Representatives access to unit member work locations during working hours.

### 5300 **Use of School Bulletin Boards and School Mail Delivery Service**

5310 The Association shall be entitled to the use of inter-district delivery service

and to the use of unit member's mailboxes for communications to unit members regarding matters that involve the Association. The Association shall also be entitled to post notices of Association concern on designated MetroED bulletin boards, at least one of which shall be provided in each school building, in areas frequented by employees.

5320 All postings for bulletin boards or items for MetroED mailboxes shall be dated and contain identification of the Association. A copy of such postings or distributions shall be delivered through the inter-district delivery service to the Superintendent or designee at the time of posting or distribution. The Association shall provide MetroED with a list of designated individuals who may act on behalf of the Association.

5330 The Association agrees not to post information that is defamatory of MetroED personnel. If MetroED believes posted information to be defamatory, it shall notify the Association. MetroED and the Association shall meet to discuss any challenged materials and to agree on remediation procedures. If the parties fail to agree on the appropriateness of the material in question, MetroED shall be allowed to remove the material from the bulletin board, and the Association may submit the matter to Step 3 of the Grievance Procedure contained in Article 6000 of this Agreement.

5400

**Unit Member Lists**

5410 MetroED shall provide to the Association the names and addresses of all unit members when such list is available by computer printout, but not less than on a quarterly basis. The Association agrees to use the names and addresses of bargaining unit members provided by MetroED only for purposes of authorized Association business.

5500

**Release Time**

MetroED agrees that the Association President or his/her designee shall have time off with pay to attend meetings with MetroED concerning matters related to wages, hours and other terms and conditions of employment affecting bargaining unit members.

5510 The Director of Human Resources shall approve release time with pay for CSEA negotiation team members to prepare proposal(s) when a full contract is up for negotiations.

5520 Release time shall be granted for legislative and other activities by mutual agreement of the Association and the District.

5600

Pursuant to the above Article, the Association shall have standing to be named as the grievant for all clauses within Article 5000.

**ARTICLE 6000  
GRIEVANCE PROCEDURE**

6100

**Intent**

It is the intent of MetroED and the Association to resolve grievances at the earliest possible stage.

6110 Any settlement of grievances prior to arbitration shall not be considered interpretative of this agreement.

6120 The grievance procedure is available to parties without fear of recrimination because of its use.

6200

**Definitions**

6210 A "*grievance*" is defined as an alleged violation or dispute with respect to the meaning or application of one or more specific provisions of this agreement.

6220 A "*unit member*" is any person in the unit covered by this agreement.

6230 A "*grievant*" is defined as a unit member or group of unit members in the bargaining unit covered by this Agreement who submits a grievance. A grievant may withdraw his/her/their grievance without affecting the rights of other unit members to pursue similar such grievances.

6240 A "*respondent*" is the party named by the grievant as being responsible for the alleged violation or dispute in question (usually the immediate supervisor of the unit member).

6250 A "*workday*" is defined as a day when the MetroED's central office is open for business.

6300

**General Provisions**

6310 A unit member or group of unit members may submit grievances that affect them personally and shall submit such grievance(s) pursuant to Section 6410. In the event the grievance does not involve the unit member's immediate supervisor, the grievant will contact the supervisor causing the alleged grievance, with the objective of resolving the matter informally.

6320 A grievant may be accompanied and/or represented at any level of this procedure by a representative of his/her choice.

6321 Any unit member may, at any time, present grievances to the employer, and have such grievances adjusted, without the intervention of the exclusive representative as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement; and provided MetroED does not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed solution and has been given an opportunity to file a response.

6330 No later than thirty (30) workdays following the signing of the Agreement, the

Association will designate in writing to the Superintendent no more than one (1) unit member from each work site who is to receive time off for Association representation of the grievant with management. When necessary, subsequent changes can be made upon notification to the Superintendent.

6331 Whenever time is needed to represent a grievant with management during the workday, the grievant and one (1) person from the Association to represent the grievant, exclusively, will be allotted such time with no loss in pay provided that:

6332 At least forty-eight (48) hours prior to release from duties for representing the grievant with management, the designated representative informs their immediate supervisor in order that an adequate substitute may be obtained if necessary.

6333 Such time off shall be limited solely to representing a grievant with management. In addition, a maximum of one day or its equivalent per grievance may be utilized in gathering information, interviewing witnesses or preparing a presentation.

6340 Parties to the grievance shall have access to all relevant and non-confidential documents that may assist in the adjusting of the grievance.

6350 As far as consistent with law, a confidential grievance file shall be maintained separately from a grievant's personnel file and shall include any records dealing with the processing of the grievance.

6360 If there is a failure to communicate without valid reason the decision of a grievance at any step of this procedure within the specified time limits, the grievant may proceed to the next step of the procedure.

6361 If a valid reason exists which causes either party to miss the specified time limits, a reasonable extension of time shall be agreed to by the parties.

6370 Time limits may be extended or reduced by mutual written agreement of the parties.

6371 If a grievance cannot be processed through all the steps in the procedure by the end of the unit members' work year, the time limits noted will be reduced in accordance with agreements by the parties so that the procedure may be completed as soon as practicable.

6380 No decision or adjustment of a grievance shall be contrary to existing law or to any provision in the Agreement.

6390 A grievant may withdraw a grievance at any time with the understanding that no future grievance may be filed on the same alleged incident.

6400

**Grievance Procedure**

6410 **STEP 1 - SUPERVISOR**



Within 15 workdays after the grievant knew or should have known of the events or conditions which gave rise to the grievance, the grievant shall submit, in writing to the immediate supervisor or supervisor allegedly causing the grievance with copies to Director of HR (CBO), an informal grievance containing the following information with the objective of resolving the matter informally: Section of the contract alleged to be violated, name of supervisor allegedly causing grievance, name of grievant(s), and date grievance allegedly occurred.

6411 The grievant and supervisor shall meet to discuss the grievance.

6412 The respondent shall reply in writing to the grievance within ten (10) workdays after the Step 1 meeting.

6413 If the matter is not resolved at the Step 1 discussion and the grievant wishes to pursue the matter further, the grievant shall notify the respondent that Step 2 grievance is being initiated.

6414 The grievance shall then proceed to Step 2.

6420 **STEP 2 – DIRECTOR OF HUMAN RESOURCES (CBO)**

Step 2 shall be with the Director of Human Resources (CBO) instead of immediate supervisor. This stage shall be initiated within seven (7) workdays after the grievant has received the response at Step 1.

6421 Each grievance shall be submitted on a form approved by MetroED and the Association. Information shall include:

- a. Identify the grievant by name, job title and work location;
- b. Specify the article(s) of the contract that are alleged to have been violated or in dispute;
- c. Indicate the time and place where the alleged event(s) or condition(s) giving rise to the grievance existed;
- d. Identify the respondent by name, job title, and work location;
- e. Specify the relief sought;
- f. Include a general statement of the grievance;
- g. Indicate date of submission of the grievance.

6422 The respondent shall reply in writing within seven (7) workdays after receiving the written grievance.

6423 The respondent shall furnish one (1) copy of the response to the grievant and one (1) copy to the Association.

6424 If the grievant is not satisfied with the reply of the Step 2 respondent, the grievant may appeal, within seven (7) workdays of the receipt of the reply in Step 2. The appeal shall be in writing and shall include a copy of the written grievance at Step 2, a copy of the written reply,

and the date of appeal.

6430 **STEP 3 - SUPERINTENDENT**

The Superintendent or his/her designee shall, upon the grievant's request, confer with the grievant with respect to the grievance.

6431 The Superintendent or his/her designee shall reply in writing within ten (10) workdays after receipt of the appeal or date of conference, if held.

6432 One (1) copy of the reply shall be sent to the grievant and one (1) copy to the Association.

6433 All evidence shall be disclosed by both parties prior to the submission of the grievance to Step 4.

6440 **STEP 4 - ARBITRATION**

If the grievance is not resolved satisfactorily at Step 3, the Association may refer the grievance to arbitration by requesting that the California State Mediation & Conciliation Service provide an arbitrator.

6441 A decision by the Association to submit a grievance to arbitration shall preclude the Association from the use of other remedies until the grievance procedure is exhausted, provided, however, that such remedies might be initiated if the failure to do so would preclude their use.

6442 The request for arbitration shall be submitted within fifteen (15) workdays of receipt of the Superintendent's written reply.

6443 A copy of the request shall be sent to the Superintendent.

6444 The parties shall be bound by the rules and procedures of the California Mediation & Conciliation Service in the selection of an arbitrator and the arbitrator shall proceed under rules of the California Mediation and Conciliation Service.

6445 If MetroED raises the question of arbitrability concerning the grievance, the arbitrator shall render a decision on said question prior to hearing the merits of the grievance.

6446 The decision of the arbitrator shall be in writing and will set forth his/her findings, reasonings, and conclusions on the issue(s) submitted.

6447 The decision of the arbitrator shall be binding.

6448 Any arbitration costs mutually accrued shall be shared equally by the Association and MetroED.

6449 Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement, or empower the arbitrator to render any decision or make any adjustment which is contrary to law.

**ARTICLE 7000**  
**ORGANIZATIONAL SECURITY**

**7100 Membership or Service Fee**

7110 Any unit member who is not a member of the Association shall become a member or pay the Association a fee equal to the membership dues, initiation fees, and any other general assessments made of members.

7111 New employees shall within thirty (30) calendar days after employment apply for membership or become subject to the provisions of Section 7110. MetroED shall inform new employees of this obligation within one week of employment.

7112 A bargaining unit member who is a member of a religious body whose tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership, or financially support the Association as a condition of employment; except that such unit member shall, in lieu of the service fee, pay sums equal to the service fee to a non-religious, non-labor organization, charitable fund exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code, chosen by the unit member.

7113 The Association shall require proof from the unit member that such payments have been made in advance on an annual basis as a condition of continued exemption from the requirement of service fees to the Association.

7114 If any unit member who holds conscientious objections pursuant to Section 7112 requests representation by the Association in the grievance procedure or arbitration procedure on the unit member's behalf, the Association may charge the unit member for the reasonable cost of using the procedure.

7120 Nothing contained in this agreement shall deprive the bargaining unit member of the right to terminate his/her obligation to the Association within a period of thirty (30) days following the expiration of this Agreement.

**7200 Organization Dues and Payroll Deductions**

The Association shall have the sole and exclusive right to have membership dues, initiation fees and service fees deducted for unit members by MetroED.

7210 Membership and service fees shall be in accordance with schedule(s) provided by the Association.

7220 MetroED shall, upon written authorization from any unit member, deduct and remit to the Association all sums so deducted.

7230 MetroED shall remit all deducted sums accompanied by a list of unit members for whom such deductions have been made indicating any change in personnel from the list previously furnished.

7240 MetroED shall not be obligated to put into effect any new, changed, or discontinued deduction until the first pay period commencing fifteen (15) days after the request has been made.

7250 Nothing contained herein shall prohibit a unit member from making arrangements to pay membership and/or service fees directly to the Association.

7300 **Board Indemnification**

It is agreed that the Association shall indemnify and hold harmless the Governing Board, its members, and each member of management, against any and all claims, demands or suits or any other action arising from the Organizational Security provisions contained herein.

**ARTICLE 8000  
EVALUATIONS/PERSONNEL FILES**

8100 **Evaluations**

8110 **Purpose**

Evaluations shall be used to assess the degree to which the unit member is meeting the standards of his/her classification and to provide assistance in meeting those standards, if necessary.

8120 **Probationary Employees**

Probationary employees may be evaluated at any time during the first six (6) months of service.

8130 **Permanent Employees**

Permanent employees may be evaluated once every other year; except as otherwise specified herein:

8131 When a unit member is promoted or transferred to the supervision of a new supervisor, the new supervisor may evaluate the unit member within ninety (90) days of paid status in the new position.

8132 When additional assistance is necessary, more frequent evaluations may be made with the approval of the Superintendent and/or his/her designee and notification to the Association.

8140 **Procedures for Evaluations**

8141 An evaluation form will be completed by the immediate management level supervisor.

8141.1 MetroED and Association agree to form a committee to recommend changes to the existing evaluation form during the term of this contract.

8142 When the supervisor has prepared the evaluation, the supervisor and the unit member shall meet to review the evaluation and to discuss any areas that need improvement. The supervisor shall give the unit member specific

suggestions in writing for meeting the standard of the position in areas that need improvement.

8142.1 Evaluations shall be based on information accumulated by the evaluator or designee.

8143 The unit member shall receive a copy of the evaluation and shall have the right to review and respond within ten (10) workdays prior to the evaluation being placed in the Human Resources files. The evaluated unit member shall sign the report as evidence of his/her knowledge of its contents but does not necessarily signify an agreement.

## 8200 **Personnel Files**

8210 Personnel files for unit members shall be maintained in the Human Resources Office.

8220 The unit member shall have the right to inspect materials in his/her file except for the following:

8221 Materials obtained prior to the employment of the unit member.

8222 Materials connected with promotional examinations.

8223 Materials submitted by members of an interview committee.

8230 Materials in the personnel file of a unit member that may affect his/her employment status (except as noted in 8221, 8222 and 8223) may be inspected subject to the following conditions:

8231 An appointment shall be made with a Human Resources Administrator for a time to inspect the materials.

8232 The time requested by the unit member does not interfere unreasonably with the unit member's assigned duties. Those unit members who are not assigned duties during the hours the Human Resources Office is open shall make every reasonable effort to schedule an appointment to review their personnel file only during such non-duty hours.

8233 An administrator of the Human Resources Office shall be present during any inspection of the files.

8234 A unit member shall have the right to be accompanied by individual(s) of his/her choosing when reviewing his/her personnel file and shall have the right to show the contents of his/her file to a designated representative(s) when authorized in writing by the unit member subject to Sections 8230, 8231, 8232, and 8233.

8240 Prior to placing any derogatory material in the Personnel file of a unit member, the material shall be dated and signed by the originator and the unit member shall be

given ten (10) workdays to file a response to be attached to the material in the file.

8241 If there is a disagreement as to the appropriateness of the material to be entered into the unit member's personnel file, the Director of Human Resources shall make the determination.

8300 **Review Process - Evaluations**

Any unit member who believes the written rating he/she received is unfair, shall be given ten (10) workdays to file a response to be attached to the evaluation, with a copy to the evaluator, for review of the rating by the Director of Human Resources.

8310 A "workday" is defined as a day on which MetroED's Central Office is open for business.

8400 **MetroED Complaint Procedures**

8410 No disciplinary action, negative and/or unsatisfactory evaluation, shall be taken based upon information received from a complaint filed under the MetroED's policy for complaints from the public unless the following procedure has been followed.

8420 The unit member will be advised of the existence and substance of the complaint within five (5) workdays of receipt of the complaint.

8430 Should either party or administrator believe that the allegations in the complaint warrant a meeting, the immediate supervisor may at his/her discretion schedule a meeting between the unit member and the complainant. MetroED shall advise the unit member at least two (2) days prior to the scheduled meeting as to the nature of the meeting. If such a meeting is scheduled during the unit member's normal work time, the unit member will be released without loss of pay to attend the meeting. The complainant may be accompanied at such meeting by an advocate.

8440 The unit member may respond to the substance of the complaint orally or in writing within ten (10) workdays after notification of the complaint. At any meeting called to discuss the complaint, the unit member may be represented by an Association representative.

8450 The unit member will be given a copy of the administrator's report. Any written response made by the unit member will be attached to the written report of the administrator.

8460 Complaints that are withdrawn or shown to be false shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member. Complaints that the administrator believes to be true based upon a reasonable investigation may be, following this procedure, placed in the unit member's personnel file. Any complaint that is neither determined to be true or false, will be put in a "complaint file" for a period of two (2) years. Such a complaint will be disregarded and destroyed after two (2) years from the date of the complaint, unless a similar complaint regarding the same unit member is filed during that two (2) year period; in that case, the first complaint will become part of the complaint file and will be dealt with, consistent with this procedure, as a part of the second complaint.

8470 As provided in the Education Code Section 44031, the unit member will be given release time to respond to any information of a derogatory nature before it is put in

their personnel file.

- 8480 The removal of any material from a unit member's personnel file shall be consistent with the Public Records Act.

**ARTICLE 9000  
HOURS OF WORK AND OVERTIME**

9100

**Hours of Work**

9110 All MetroED employment is based on a forty (40) hour workweek.

9120 Each unit member shall be assigned a fixed number of hours per week, exclusive of holiday periods.

9130 Daily hours of work (or shifts) for unit members shall be assigned as required to meet the operational requirements of MetroED and are a condition of employment. Unit members shall not be arbitrarily reassigned from one work shift to another.

9131 Where a site has more than one shift, the unit members within the classification shall be assigned on the basis of seniority, with the most senior unit member who meets the requirements of the position having the right to select his/her shift.

9132 As far as possible split shifts will be avoided. If a split shift is necessary and there are no volunteers the least senior unit member at the site in the classification who meets the requirements of the position shall be assigned it.

9140 **Work year**

9141 The human resources office will distribute the appropriate work year schedule to each unit member as soon as it is determined.

9142 MetroED will determine its calendars based upon the participating districts' calendars and will notify the Association as soon as possible after they are determined.

9150 **Workweek – Full-time Employees**

9151 The workweek shall not consist of more than five (5) consecutive days.

9152 Alternative workweek and daily hour schedules may be established by the mutual consent of MetroED and the unit member.

9160 **Workweek – Part-time Employees**

9161 Monthly compensation is based on a forty (40) hour workweek with

proportionate decreases in compensation for less than forty (40) hours.

9162 Workweeks of less than forty (40) hours shall be established to meet the needs of MetroED and, where possible, the needs of the unit members.

9170 **Flex Time**

Unit members shall be allowed to vary their beginning and ending times by requesting in writing and with written supervisor's approval as long as the following criteria are met:

9171 The unit member works the required number of hours per day.

9172 The unit member's starting/ending times do not conflict with "core time" (during which the unit member must work). "Core time" shall be established by the immediate supervisor.

9173 A unit member shall submit his/her request for flex time in writing to his/her immediate supervisor for approval.

9180 The CSEA and MetroED agree to the option of a 4-10 work schedule during the summer months. By May 31 of each year, CSEA will find out which sites want to do the 4-10 schedule and which employees will participate. CSEA, with site managers, will also work out what options employees that don't want to work that schedule will use (i.e., vacation or dock.) Regular hours at their site or work at another site will be worked out with management at both sites. CSEA agrees that unit members will not file a claim with the Department of Labor for implementation of the 4-10 workweek schedule. CSEA unit members who work the 4-10 work schedule and work 10 hours per day will not be paid overtime for the period of the 4-10 work schedule. Unit members who take the day off during the week for vacation, sick leave, personal business, etc. will report 10 hours on the absence report during this period.

9181 CSEA and MetroED also agree to a two-week winter shutdown with CSEA having calendar review and discussion prior to Governing Board approval.

9200 **Rest Periods**

9210 All bargaining unit members shall be granted a fifteen (15) minute rest period during every four (4) hour work period or major portion of every four (4) hour period worked. Authorized rest periods are counted as hours worked for which there is no deduction from wages.

9211 Rest periods shall be taken as close to the middle of each work period as possible; exceptions need supervisor's approval.

9300 **Meal Period**

9310 A unit member whose work period is more than five (5) hours shall be



granted a duty-free meal period of not less than thirty (30) minutes, except that when a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the immediate supervisor and the unit member. No salary is paid to a unit member during a meal period.

9311 No unit member shall be required to work during a meal period without his/her consent, except in case of an emergency.

9312 Any unit member who consents to work or is required to work during a lunch period because of an emergency will be paid at his/her appropriate rate of pay for such service.

9400 **Part-time Employment**

9410 Except as otherwise provided herein, a daily work schedule of less than the number of hours of full-time employment shall be considered part-time regular service, and the actual compensation therefore shall be determined by the relation that the actual number of hours of service bears to the number of hours required in full-time employment. All other benefits related to the regular classified service shall be prorated as specified in this Agreement or as authorized by law.

9500 **Fringe Benefit Adjustments**

9510 A unit member who works a minimum of thirty (30) minutes per day in excess of his part-time assignment for a period of twenty (20) consecutive workdays or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.

9600 **Overtime**

9610 All overtime work, except in the case of immediate emergency, shall be performed only with the prior permission of the appropriate administrator and shall be in writing. No unit member shall be required to volunteer his/her time to perform services for which he/she is normally paid.

9620 When any unit member is required to work in excess of eight (8) hours in one day or forty (40) hours in a calendar week, he/she shall be paid compensation for such work at a rate of one and one-half times the normal rate of pay. If overtime is unavoidable, MetroED will first seek the most senior qualified unit member(s) within the classification at each site. If there are no qualified unit members who will voluntarily accept the overtime assignment, MetroED may assign unit members for the overtime work commencing with the least senior qualified unit member at each site and on a rotating basis to the next least senior qualified unit member thereafter.

9630 When any unit member is required to work on any declared holiday, he/she shall be paid the normal compensation for the holiday plus one and one-half (1-1/2) times the normal rate of pay for such work.

9640 When any unit member is called back to work after completion of his/her regular assignment, he/she shall be compensated at the appropriate rate for at least three (3) hours of work, irrespective of the actual time less than that required to work.

9650 **Compensating Time Off**

9651 Overtime is requested by the administrator in charge prior to the work being done by the unit member. At no time will the unit member decide to do overtime work without the prior approval of the administrator in charge.

9652 A unit member who is requested to work overtime by the administrator in charge may request compensatory time instead of overtime pay at the time of that work assignment. An administrator who requests a unit member to work overtime may request the unit member to use compensating time in lieu of overtime pay.

9653 If approved by the administrator in charge, the compensatory time in lieu of overtime pay will be recorded in a log that the office manager will keep. The administrator in charge will verify the time logged in by the unit member. The log will be available for inspection by the unit member.

9654 A unit member shall earn one and one-half hours for each hour of overtime worked. The unit member must utilize all compensatory time within same school year, (July 1 through June 30) in which it is earned. A unit member must utilize all available compensatory time first during shutdown periods before utilizing personal time off or vacation time. A unit member may accumulate a maximum of 32 hours of compensatory time at any one time during a school year (21.33 hours overtime worked) not include MIS and/or facility staff. If the accumulation of comp time exceeds 32 hours or if it is not possible to take all the compensatory time during the school year, it will be paid as overtime instead.

9700 **Job Sharing**

9710 Job sharing is a plan whereby two people share the responsibilities for one identifiable position.

9720 Mutual agreement between the two unit members, the immediate supervisor and the Director of Human Resources is required before a job sharing agreement can be implemented.

9730 In addition to mutual consent, the following conditions must exist in order for job sharing to be approved:

9731 Both unit members must hold permanent status in the classification. Unit members may request voluntary demotion or return to previously held classifications in order to participate.

- 9740 Salaries of participants will be paid on a proportional basis.
- 9750 For unit members working fifty (50) percent or more of a full-time assignment, MetroED shall fund medical, dental and insurance benefits on a prorated basis.
- 9760 A job-sharing situation can be terminated by MetroED if it is in the best interests of the MetroED. The job-sharing participants affected shall be given a written statement of the reasons for the termination. Termination of the job-sharing arrangement by MetroED shall be effective when the job-sharing participants are able to revert to the first available full or part-time position held prior to such job-sharing in the position for which they are classified.
- 9770 With MetroED approval, a unit member may withdraw from job sharing. In the event approval is denied, the unit member may apply for transfer at the end of the school year to another position.
- 9780 If one of the participants in the job-sharing program withdraws, the position being shared shall be filled by the remaining participant if he/she so requests with the approval of the immediate supervisor.

9800

**In-Service Opportunities**

A unit member may be granted up to one (1) day per year to attend training workshops, programs, or seminars relative to his/her job function. Permission to attend such training sessions may be granted by the immediate supervisor if the unit member submits a request in writing to his/her immediate supervisor two (2) weeks in advance of the scheduled events. Such a request will contain a statement explaining how the experience will benefit MetroED. The attendance at such training sessions shall not cause an expense to MetroED or loss of pay for the unit member.

9900

**Summer School Assignments**

- 9910 All summer school positions shall be posted except extended year and/or special projects in which the incumbent chooses to remain during the summer months.
- 9920 Unit members not regularly assigned to serve during the summer who apply for a summer school position shall be offered positions based on the qualifications of the applicant in the classification for which he/she applies. The following criteria, weighted evenly, will be considered by the interviewing committee in determining summer school assignments: Seniority in the classification, needs of the program, applicants experience at the particular location at which the position is open, experience in the work required, and performance evaluations of the applicant.
- 9930 Hours worked in summer school assignments shall be considered "hours in paid status".

9940 Unit members serving in summer school positions shall receive, on a prorated basis the same compensation and benefits that are applicable to that summer school classification during the regular academic year.

**ARTICLE 10000  
SALARY SCHEDULE PLACEMENT**

10100 **Initial Placement and Job Information**

10110 **Initial Placement**

Initial placement on the classified salary schedule shall be at Step 1 of the appropriate salary range. In the event a unit member entering MetroED employment is found to possess extraordinary qualifications (i.e. advance education, at least 3 years of directly related experience) for a position through former training and/or experience, the Director of Human Resources may authorize the placement at not higher than the second (2nd) step of the appropriate pay range or the Superintendent or his/her designee may authorize the placement at the third (3rd) step of the appropriate pay range.

10120 **Job Information**

Upon initial employment, and upon each change in classification thereafter, each unit member shall be furnished two (2) copies of the following:

10121	Class specification;
10122	Salary data;
10123	Assignment or work location;
10124	Duty hours; and
10125	Prescribed workweek.

One (1) copy shall be retained by the unit member and the other copy shall be signed and dated by the unit member and returned to the Director of Human Resources (CBO).

10130 **Increment Increase**

Earned incremental increases shall be effective July 1 of each year for all unit members in paid status at least 50% of the previous school year. A unit member employed between January 1 and March 31 shall be eligible for a two-step increase on July 1 of the following year. If hired between April 1 and June 30, a one (1) step increase will be awarded the following year.

10200 **Promotion**

In the case of the promotion of any unit member in MetroED service to a position with a higher pay range, he/she shall be assigned to the step in the new range, which is at least ten (10) percent above his/her existing salary, providing such placement shall not exceed the final step of the new range. When such placement would result in an increase in excess of the final step, the unit member shall be placed at the final step of the new range.

10300      **Demotion**  
In the case of the voluntary, non-disciplinary demotion of any unit member in MetroED to a classification with a lower pay range, such unit member shall be entitled to a pay step in the lower range nearest or corresponding in dollar amount, but not higher than that, which was held in the higher classification.

10400      **Out-of-Classification Assignments**

10410      MetroED may not assign a regular classified unit member to work in a higher classification temporarily at duties not reasonably related to those of the position for which he/she is hired for a period to exceed five (5) workdays within a fifteen (15) calendar-day period, unless that person's salary is adjusted upward for the entire period of reassignment. For this period, the unit member will be temporarily placed at the appropriate range step on the higher classification in accordance with MetroED promotional procedure and at the termination of this temporary assignment the unit member shall be reassigned to his/her previous classification and salary.

10420      No unit member placed temporarily in a higher classification shall be eligible for a lateral transfer under the provisions of Section 18250 to another position of that higher classification.

10430      Instructional Aides shall not be required to perform functions prohibited by law or beyond those in the job description.

10500      **Transfers**

In the case of the transfer of any unit member from one position to another in the same classification or of a reassignment to another classification to which the same pay range is applicable, the unit member shall remain at the same pay step and shall not lose entitlement, if eligible, to annual step increases.

**ARTICLE 11000  
MILEAGE**

11100      Unit members who are required, by an administrator, to use a personal automobile on MetroED-related business or who are eligible for home/work mileage reimbursement for split shifts will be eligible for a mileage reimbursement consistent with the IRS set mileage rate.

11110      Mileage reimbursement shall be for actual miles driven. Workers authorized to work split shift or dual location assignments shall be eligible to receive mileage reimbursement. Reimbursement will be allowed only when the unit member actually leaves the work location site during the period of eligibility and shall be limited to a maximum round trip allowance of thirty (30) miles per day. Round trips of more than thirty (30) miles may be allowed with supervisor approval.

11200      MetroED will carry insurance for personal injury or property damage caused to others by unit members driving vehicles on authorized MetroED-related business.

11300      Traveling time between sites shall be considered part of the unit member's work

hours when assigned to two or more locations on a non-split shift within a workday.

**ARTICLE 12000  
PROFESSIONAL GROWTH**

12100

**Professional Growth**

It is the intent of the District and CSEA to promote educational activities for classified employees for the benefit of both the employee and the District. Professional Growth results through experiences that provide increased knowledge, understanding and skills that benefit the District community. Professional Growth may be achieved through participation in the following categories:

- 12101 College courses, Adult Education courses and other related courses
- 12102 Workshops, conferences and seminars

12200

**Professional Growth Review Committee**

12201 The Professional Growth committee shall consist of no less than three and no more than five full-time District employees. The majority of committee members shall be unit members. Members representing the classified unit shall be appointed by unit members. Members representing the administration shall be appointed by the District

12202 Because of the technical nature of committee responsibility, turnover of the committee shall be kept at a minimum. To assure continuity, members shall be appointed to a staggered two-year term. They may be re-appointed.

12203 The committee will be co-chaired by one CSEA representative (to be appointed by the decision of the CSEA members) and administrator.

12204 Duties of the Committee:

- a. To encourage the participation by unit members in the Professional Growth program.
- b. To determine whether the application(s) falls within the negotiated program guidelines.
- c. To determine the placement of unit value on all approved applications.
- d. Recommend additional or revised procedures to the Union and the District.
- e. Co-Chairs submit recommendations to the HR Director (CBO).

12205 The committee shall meet at least three times per year.

12300

**Criteria for Professional Growth**

Unit member must complete their probationary period to be eligible to participate in the Professional Growth Program. Courses taken by a bargaining unit member must meet the following requirements:

- 12301 Any courses required for a college degree in any field OR
- 12302 Any college level certificate program OR
- 12303 Any course designed to upgrade job related skills OR
- 12304 Courses that will give employees skills and knowledge for upward mobility within the District AND
- 12305 Completion of course with a grade of "C" or better shall be accepted for credit. Courses that are pass/fail must be completed with a "pass" grade to be credited.
- 12306 No course previously used for paid professional growth will be approved.

12400

**Qualification for Award**

- 12401 **Credits for College Degree Units** (in an accredited community college, college or university.) A maximum of nine units may be earned in a school year for college degree units. (Quarter-units shall be considered as equal to two-thirds (2/3) of a semester unit.)
- 12402 **Credits for College Level Certificate Program Units** shall be equated on an individual basis by the Professional Growth Review committee as follows:

**College Level Certificate Program Units**

10-15 hours	=	.5 Semester unit
16-23 hours	=	1.0 Semester unit
24-31 hours	=	1.5 Semester units
32-39 hours	=	2.0 Semester units
40-47 hours	=	2.5 Semester units
48-55 hours	=	3.0 Semester units
56-63 hours	=	3.5 Semester units
64-71 hours	=	4.0 Semester units
72-79 hours	=	4.5 Semester units
80-87 hours	=	5.0 Semester units
88-95 hours	=	5.5 Semester units
96-103 hours	=	6.0 Semester units

12403 A maximum of six units (of the total 9 units) may be earned in a school year for College Level Certificate Program units.

12404 **Credits for Workshops, Seminars, Institutes, Conferences**  
Credit for other approved educational experiences, which shall be awarded as follows:

**Workshops, Seminars, Institutes, Conferences**

10-15 hours	=	.5 Semester unit
16-23 hours	=	1.0 Semester unit
24-31 hours	=	1.5 Semester units
32-39 hours	=	2.0 Semester units
40-47 hours	=	2.5 Semester units
48-55 hours	=	3.0 Semester units

12405 A maximum of three units (of the total 9 units) may be earned in a school year for Workshops, Seminars, Institutes and Conferences.

12406 No one shall receive credit for workshops, seminars, institutes or conferences, if these are attended during an employee's scheduled work hours unless vacation time is used.

12407 Credit will not be allowed for attendance at workshops, seminars, institutes or classes for which the district has paid any part of the cost.

12500 **Professional Growth Payments**

12501 All permanent employees shall be eligible for professional growth payments on a prorated basis based on their normal weekly work schedule.

12501.1 For example, unit members employed one half-time will be eligible to complete one half of the units (4.5) available to full-time members. They would be paid at the same rate-per-unit as fulltime unit members as outlined in articles 12503-06. Should a part-time unit member become a full-time employee of the District, they



will be eligible for the maximum number of professional growth units at the beginning of next fiscal year.

12502 It is the responsibility of the employee to apply to the HR Department for approval of Professional Growth activities to be under taken and to present evidence of successful completion of courses, or evidence of participation in the form of official transcripts or certification of successful completion, or evidence of attendance if certification is unavailable. (See forms in appendix)

12503 Professional Growth will be paid at \$150 per unit. Units completed during the fiscal year, July 1 to June 30, will be paid per Article 12505.

At least one full unit must be completed to receive payment. Unit members must complete the minimum of ten hours for one professional growth increment within two years of approval.

12504 An employee may apply for professional growth each year, which may result in multiple stipends. The following table is an example of this process:

<b>Year</b>	<b>One</b>	<b>Two</b>	<b>Three</b>	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>6 units</b>	\$900	\$900	\$900	\$900	\$900	--
	<b>8 units</b>	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
	--	<b>3 units</b>	\$450	\$450	\$450	\$450
	--	--	--	<b>4 units</b>	\$600	\$600
<b>Total</b>	<b>\$900</b>	<b>\$2,100</b>	<b>\$2,550</b>	<b>\$2,550</b>	<b>\$3,150</b>	<b>\$2,250</b>

12505 Verification of course work and/or attendance at workshops, seminars and conferences must be received in the HR Department by September 15.

Payment will be made in a lump sum stipend each year at end of the month payroll in October for a total of five years. All unit verification must be submitted within one year of earned course work.

Each participating employee will receive a copy of their Professional Growth table, showing the start and end of each of their PG increments annually with their payment.

12506 Professional Growth payments will be made to MetroED unit members only. If a unit member is no longer employed as a regular classified employee, payments will cease. Should a unit member leave the District, a final professional growth payment will be prorated based on the number of completed, approved units and the number of months worked since November first. Payment will be included in the unit member's final warrant.

12600 **Effective Dates**

12601 This plan is effective starting July 1, 2002. Bargaining unit members receiving Professional Growth stipends earned prior to July 1, 2002 will continue to receive the stipend available at that time.

12700 **Employee's Right to Appeal**

12701 Nothing herein shall be constructed to deny an employee the right to grieve a denial of Professional Growth payment with which the employee is not in agreement. Such grievances shall be filed in accordance with Article 6000 of this agreement; however, no such grievance may be processed beyond Step 3 of the process.

12800 **New Technology**

Whenever a new technology is introduced into a unit member's work environment that the unit member will be required to use, MetroED will provide the following:

12810 At MetroED's expense, the unit member(s) affected shall be trained by a person qualified to train in the new technology or a trainer supplied by the manufacturer of the technology or the vendor of the technology. The training referred to in this section shall include all aspects of the use and repair of said technology. Training in the repair of the technology shall only be provided if the affected unit member(s) are required to repair the equipment used in the new technology.

12820 The training should occur during the unit member(s) regular workday. If such training is not available during the unit member(s) regular workday the unit member will be compensated under the overtime article of this Agreement and any other applicable sections of this Agreement.

**ARTICLE 13000  
LEGAL AND BOARD HOLIDAYS**

13100 Unit members shall be entitled to the following paid holidays provided they are in paid status during any portion of the workday immediately preceding or succeeding the holiday:

13110 Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Friday following, December 24, Christmas Day, December 26, December 31 (in lieu of Admission Day), New Year's Day, Martin Luther King Day, Lincoln's Day, Washington's Day, Spring Vacation Day, Memorial Day, and any other day declared by the Governing Board to be a paid holiday.

13111 When any of the holidays listed above fall on a Sunday, the succeeding workday that is not a holiday is deemed to be the holiday, except that for the December 24 and December 31 holidays the preceding workday that is not a holiday shall be

deemed to be the holiday. When any of the holidays listed above fall on a Saturday, the preceding workday that is not a holiday shall be deemed to be the holiday.

13112 President's Holiday - The President's Holidays (Lincoln and Washington birthdays) will be observed based upon the calendar approved by the MetroED Governing Board. MC/CO will observe the calendar of SVCTE site.

If problems arise when attempting to accommodate METROED's contracted calendars that serve the districts' calendars, MetroED will attempt to make specific accommodations for unit members. Unit members will be able to utilize personal necessity, vacation time, or comp-time (earned on hour by hour basis) for this purpose.

13113 Effective July 1, 2001, in recognition of the bargaining unit members' professional contribution to the students, a paid floating holiday will be give in recognition of Cesar Chavez Day. The day must be taken during the fiscal year with the supervisor's prior approval and cannot be carried over.

13200 Unit members who are not normally assigned to duty during the winter and spring recess periods shall be eligible for payment of the authorized holidays occurring during this period provided they were in paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the recess period.

#### **ARTICLE 14000 VACATION LEAVE WITH PAY**

14100 Unit members beginning service before January 1 of any calendar year will earn one (1) year credit toward fifth (5th) and tenth (10th) year vacation benefits.

14200 Other unit members will receive vacation benefits under the following Classified Vacation Rate Schedule:

14210 Unit members eligible for vacation, under section 14200 shall be allowed vacation leave with pay at the rate of seven (7) hours for each month of service, provided that no vacation shall be granted during the first six (6) months of employment, but on successful completion thereof, vacation time shall be allowed for time of service accrued.

14220 During the **fifth (5th) year** of continuous service with MetroED, and thereafter, a unit member shall earn vacation leave with pay at the rate of ten (10) hours for each month of service.

- 14230 During the **tenth (10th) year** of continuous service with MetroED, and thereafter, a unit member shall earn vacation leave with pay at the rate of thirteen (13.33) hours for each month of service.
- 14240 During the **fifteenth (15th) year** of continuous service with MetroED, and thereafter, a unit member shall earn vacation leave with pay at the rate of fifteen (15) hours for each month of service.
- 14250 During the **twentieth (20th) year** of continuous service with MetroED, and thereafter, a unit member shall earn vacation leave with pay at the rate of sixteen and two-thirds (16.67) hours for each month of service.
- 14260 During the **twenty-fifth (25th) year** of continuous service with MetroED, and thereafter, a unit member shall earn vacation leave with pay at the rate of eighteen and one-third (18.33) hours for each month of service.
- 14270 Vacations shall be scheduled at times requested by bargaining unit members so far as possible within MetroED's work requirements.
- 14271 If there is a conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member with the earliest hire date shall be given his/her preference.
- 14280 A unit member who is going on leave of absence, resigning, retiring, being laid off or terminated, and who has earned vacation time to his/her credit, shall be paid for such vacation effective the last day worked before such leave, resignation, retirement, layoff or termination if requested at least two weeks in advance in writing by such unit member.
- 14290 If a holiday falls within a scheduled vacation period, the additional time gained by the holiday shall be granted.
- 14300 Twelve-month unit members shall normally take vacation during the summer months and/or recess periods. Vacation time is normally accrued for use in the following year, but any earned vacation time may be used with Supervisor's approval.
- 14310 Ten and one quarter-month unit members shall normally take earned vacation time during the recess periods and prior to June 30 of the school year earned.
- 14320 Nine-month unit members shall be paid for vacation time and floating holiday at the end of the school year.
- 14400 Vacations requested at other times than recess periods may be granted with the approval of the immediate supervisor. Vacation requests may be denied if they conflict with MetroED's work requirements. MetroED shall approve or deny the written request in writing within ten (10) workdays after receipt of the vacation request

14500 On the theory that vacation is given annually for the recreation of unit members, it shall not normally be permitted to accrue for the purpose of taking extended vacations. In unusual circumstances, upon sixty (60) days notice to the Director of Human Resources and with supervisor approval, a unit member may be permitted to accrue vacation credit to a maximum period of two years.

14600 **Interruption of Vacation** - A unit member shall be permitted to interrupt or terminate vacation leave in order to begin a bereavement leave, jury duty leave, sick leave, or subpoenaed court appearance as specified in Article 15000 without a return to active service provided the unit member supplies adequate notice and supporting information satisfactory to MetroED regarding the basis for such interruption or termination. Further consideration shall be given for other types of paid leaves to be granted under the same provisions notice above.

**ARTICLE 15000  
OTHER LEAVES WITH PAY**

15100 **Sick Leave**

15110 Each unit member shall be entitled to accumulative sick leave without loss of pay for illness or injury upon the basis of one (1) day per work month, or a proration thereof, to a total of twelve (12) days during each school year. Unused sick leave shall be carried forward to the succeeding year. Deductions for absence due to illness shall be recorded by hours. Sick leave may be utilized by a unit member for absence due to pregnancy and/or recovery when a written statement from the unit member's physician states she is unable to work.

15111 **Doctor/Dental Appointments** - A bargaining unit member may be granted permission by his or her immediate supervisor to take time during the unit member's scheduled work hours for either a dentist or doctor's appointment for the unit member only without loss of pay or loss of sick leave, provided that the time taken from work shall not exceed two hours in any calendar month (hours not cumulative). In any case, where the time taken exceeds two hours, the excess amount of time will be deducted from the unit member's accumulated sick leave. Written documentation of the appointment must be provided. To the extent possible, the appointment should be scheduled at the beginning or end of the workday. This benefit may be denied when, in the judgment of the immediate supervisor, the employee's absence would result in the needs of the District not being adequately met.

15120 MetroED may require a physician's certification or other proof of illness before allowing payment for days of absence due to illness, accident or quarantine to any unit member in the classified service. The demand for proof shall be made by and submitted to Human Resources. MetroED may require such proof regardless of whether such proof has been required in the past.

15130 A unit member who is absent due to illness or accident after exhaustion of all fully paid sick leave to which he/she is entitled, shall, during the first five (5) months of that absence, receive the regular salary less the amount paid to the person employed as his/her substitute or replacement. If, at the termination of the five (5) month period, the unit member is not medically able to resume the duties of the position, he/she may apply for a health leave without pay in accordance with Section 16000.

15131 If at the conclusion of all sick leave and additional leave, paid or unpaid, granted under this Agreement, the unit member is still unable to assume the duties of his/her position, he/she will be placed on a reemployment list for a period of thirty-nine (39) months in the same manner as if he/she were laid off for lack of work or lack of funds.

15140 When all sick leave is exhausted and the unit member is not medically able to resume the duties of the position, he/she may become eligible for the Income Protection Plan under the provisions specified therein.

15200 **Military Service**

15210 Unit members who are members of any reserve corps of the armed forces of the United States or of the National Guard, or who are inducted, enlist, or are otherwise ordered in active military duty shall be granted such leave and military pay as is provided in the Military and Veterans' Code. Any military training or leave initiated by the unit member should be scheduled at the convenience of MetroED.

15300 **Industrial Accident and Illness**

15310 Regular employed classified personnel shall be eligible for an industrial accident leave because of occupational injury or illness. The number of days of leave allowed for one accident, or the total number of days allowed in one fiscal year for one accident, shall not normally exceed sixty workdays. MetroED may grant up to a maximum of thirty additional days of sick leave if approved by Director of Human Resources when a unit member's malady is verified. MetroED may request a physician to verify the need for the extended days of sick leave under this section. During this period of absence, the unit member shall receive that portion of the monthly salary which, when added to the temporary disability compensation, will not exceed his/her regular monthly salary.

15320 Before salary payments can be made to an absent unit member under provisions of the policy, the required Employer's Report of Industrial Injury must be on file in the Human Resources Office. When entitlement to an industrial accident leave has been exhausted, all sick leave benefits accrued as a MetroED employee shall commence. For payroll purposes, the sick leave shall begin on the first workday following the termination of the industrial accident leave. If the unit member continues to receive worker's

compensation while on sick leave, he/she may elect to take that portion of his/her accumulated sick leave which, when added to the temporary disability compensation, will not exceed his/her regular monthly salary.

15330 During all paid leaves of absence as described, MetroED shall deduct all money directly received by the unit member under the Worker's Compensation law from the unit member's salary. MetroED shall in turn issue the adjusted salary warrant to the unit member. The unit member shall secure a medical release before being permitted to return to work. Allowable leave of absence, as described in this section, shall not be accumulated from one year to another.

15400 **Bereavement**

15410 No Loss of Pay or Sick Leave

15411 **Bereavement - Immediate Family**

A unit member is granted up to five (5) days for each death in the immediate family. No deduction in salary shall be made for such absence. Immediate family for this section should include Employee's - spouse, son, daughter, grandchild, mother, father, brother, sister, domestic partner or any relative currently living in Employee's household.

15412 **Bereavement - Extended Immediate Family**

A unit member is granted up to three (3) days to attend services for each death in the extended immediate family. A unit member is granted up to five (5) days if traveling beyond 250 miles or out of state. The unit member must attend the services to be granted bereavement leave. No deduction in salary shall be made for such absence. Extended immediate family for this section should include: Employee's: Grandmother, Grandfather, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Step-parent or Step-child; Spouse's/Domestic Partner's: Mother, Father, Grandmother, Grandfather, Son, Daughter, brother, sister, Step-parent, Step-child or Grandchild.

15413 Up to one (1) day or eight (8) hours per year of leave will be granted to the unit member with the approval of the Director of Human Resources and/or his designee to attend funeral services for a person not described in Section 15411 or 15412. Any additional days granted to attend funeral services for persons not described in Section 15411 or 15412 will be charged to personal necessity.

15420      **Use of Sick Leave to Supplement Bereavement**

15421      Three (3) days of leave with pay may be granted to classified personnel, with the permission of the Director of Human Resources, to attend funeral services for members of the employee's or spouse's family. An additional two (2) days for out-of-state travel may be allowed at the discretion of the Director of Human Resources. Leaves described in this paragraph will be deducted from the unit member's sick leave.

15500      **Jury Duty**

15510      Compensation for absence because of jury duty shall be in accordance with Education Code Section 44037. MetroED personnel may be absent from duty to serve on a jury or to appear as a court witness (private business excluded) without loss of pay. Any amount paid for services on a jury or as a witness will be deducted from the unit member's salary.

15600      **Personal Necessity/Personal Business**

15610      Each unit member, at his/her election, may use up to seven (7) days of absence accumulated for accident, illness, or quarantine for cases of personal necessity. Personal necessity includes:

15611      Death of a member of the immediate family;

15612      Accident involving a person or property of a member of the immediate family;

15613      Appearance in court as a litigant or as a witness under an official order;

15614      Any illness that requires hospitalization for a member of the immediate family;

15615      Any illness that requires emergency medical aid for a member of the immediate family;

15616      Serious illness of a member of the immediate family;

15617      Conducting personal business of a non-social nature that cannot be conducted outside of the unit member's working hours;

15618      Up to three (3) days of Personal Necessity Leave may be used for:

- (a) graduation exercises of immediate family;
- (b) wedding of the following family members: self, daughter, son, stepdaughter and stepson.



15619 Participation in adoption proceedings.

15620 Each unit member desiring to use leave as permitted in this section must prepare a signed statement to be filed with the immediate supervisor outlining the circumstances of personal necessity or personal business if requested. Absences for personal necessity/personal business leave may be extended by the immediate supervisor to any unit member upon request as long as such extension is to be used for extreme personal emergency or for illness in the immediate family which caused the unit member to be absent more than the seven (7) days allowed. Such extensions shall not exceed five (5) days in duration, and for such absences, a unit member will receive the difference between his/her salary and the salary paid his/her substitute. Unit members may appeal any denial of this section to the next level supervisor whose decision will be final.

15630 **Discretionary Days** Effective July 1, 2005, five (5) days of personal necessity leave of the seven (7) days permitted under this Article may be utilized at the discretion of the unit member subject to the following conditions:

- (1) A request to utilize such personal time off must be made in advance with the approval of the Director of Human Resources or his designee (except during shutdown periods);
- (2) No more than three (3) unit members may utilize such personal necessity leave on any given day (except during shutdown periods);
- (3) MetroED will retain the right not to grant the time off if it would negatively affect the District's ability to fulfill workload needs;
- (4) A discretionary day of personal necessity leave cannot be used to support or participate in concerted activities of this or any other bargaining unit;
- (5) The Director of Human Resources may on a random basis require the unit member to disclose the reason for the absence in order to monitor the utilization of the discretionary personal necessity leave. Such information will be kept confidential except to the extent necessary to discuss the personal necessity leave with the bargaining unit representative;
- (6) MetroED will review utilization of such personal necessity leave and review information with the bargaining unit and representatives; and

- (7) The provisions of this Article will expire as of June 30 of any year with 30 days prior written notice by either party.

15700

**Conference Attendance**

- 15710 Leaves of absence may be granted to attend conferences of groups related to education upon the recommendation of the Director of Human Resources when the following criteria have been met:
- 15711 Request to attend such meetings has been submitted to the Director of Human Resources as far in advance of the desired absence as possible;
  - 15712 The unit member has not been granted such a leave within the two (2) years prior to the request;
  - 15713 Leave will not extend longer than three (3) workdays in duration;
  - 15714 The unit member requesting the leave is an officer of the organization, either national, state, or local group, or
  - 15715 The unit member requesting such leave shall have as his/her sole purpose to represent educational interests.
- 15720 Unit members granted leave under Section 15710 shall receive the difference between his/her salary and the salary paid his/her substitute.
- 15730 Up to two (2) unit members designated by the Association as delegates to the Annual CSEA Conference shall be granted up to five (5) days of paid leave to attend the Conference, if the Conference occurs during the unit member's regular work year. The Association shall reimburse MetroED for this released time at the daily substitute rate if a substitute is actually hired. The Association shall notify MetroED of such designated unit members no later than July 15th.

15800

**Long Term Illness or Injury Fringe Benefit Coverage**

Upon written request a unit member who has been employed by MetroED and received health fringe benefits for five years and who suffers from a long term illness or injury will be granted additional District paid fringe benefit coverage for long term illness or injury subject to the following:

- 15810 Long term illness or injury is defined to mean a medically determinable illness or injury that prevents a unit member from performing his/her normal job duties and is expected to incapacitate a unit member for an extended period of time.
- 15820 The unit member will not be eligible for additional fringe benefit coverage for long-term illness or injury until he/she has exhausted all of his/her sick leave

or other paid time off.

15830 The unit member will submit a doctor's certification describing the serious health condition, and the expected date of recovery and return to work. The doctor's certification will be submitted to the Director of Human Resources, who will then determine if the unit member is eligible to receive additional fringe benefit coverage for long-term illness or injury. The doctor's certification will remain confidential except as necessary to grant the additional fringe benefit coverage for long-term illness or injury and unless the issue is at issue in an arbitration dispute or in litigation.

15840 Unit members granted additional District paid fringe benefit coverage for long-term illness or injury will continue to receive fully paid benefits under the then current benefit schedule from the expiration of his/her sick leave or other paid time off for a maximum period of up to twelve (12) months depending on the period of incapacitation due to the long-term illness or injury. The twelve-month period shall include any entitlement to family care leave under the Family Rights Act of 1991. Any unused balance of the twelve (12) months of fringe benefit coverage for the long-term illness or injury can be used by the unit member under the conditions required for granting additional District paid fringe benefit coverage for long-term illness or injury for any subsequent long term illness or injury that may occur. A unit member may again be considered for additional District paid fringe benefit coverage for long-term illness or injury for up to twelve months after five (5) years from the expirations of any prior additional fringe benefit coverage for long-term illness or injury granted pursuant to this Article.

15850 A unit member may at his/her option reimburse the District for fringe benefit premiums previously paid by the District under the provisions of this section within six (6) months of return to work. Reimbursement will allow the unit member to retain the right to receive additional District paid fringe benefit coverage for long-term illness or injury as described in this section at District expense as if the coverage had not been utilized.

## **ARTICLE 16000 LEAVES WITHOUT PAY**

16100 Leaves of absences without pay up to twelve (12) months shall be allowed unit members for reasons of health.

16110 **Return to Duty**

A unit member who has been placed on unpaid health leave may return at any time during the leave, provided that he/she is able to resume the assigned duties and provided that he/she has notified the MetroED's Human Resources Office in writing of his/her return at least five (5) workdays in advance and possesses a doctor's release to return to work in his/her normal capacity.

16120 If MetroED cannot fill the position within six (6) months, the unit

member may return to his/her position at the expiration of his/her leave of absence. For leaves of absence in excess of six (6) months, the unit member may return to a position in his/her classification at the expiration of his/her leave of absence.

16130 If, at the conclusion of the twelve (12) months of unpaid leave granted under this section, the unit member is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months in the same manner as if he/she were laid off for lack of work or lack of funds.

16200 Leaves of absences without pay for up to six (6) months or through the end of the school year, whichever is longer, shall be allowed unit members for reasons of child care (immediately following the period of disability for pregnancy and recovery from childbirth or from the date of adoption). Leaves of absences without pay for up to six (6) months may be allowed unit members for reasons of education, organization business, or personal reasons approved by the Director of Human Resources.

16210 **Extensions**  
If the unit member desires to extend any leave under this section, he/she must make a written request to the Director of Human Resources at least one (1) month prior to the schedule expiration of the leave. An extension for up to six (6) months may be granted.

16220 A unit member on leave under this section must file with the Director of Human Resources twenty (20) workdays prior to the termination of the leave a written statement of the intention to return at the end of the leave. A unit member who has not filed the intention to return or who has filed the intention to return and who fails to accept an assignment in his/her classification shall be dismissed.

16300 In the event a unit member has already been granted and used the leaves under this provision, he/she may request an additional leave for the same medical condition; however, granting of such additional leave shall be discretionary on the part of MetroED, but shall be applied consistently.

16400 During a leave of absence there shall be no loss of years of prior service.

16500 Unit members returning from leave who were employed prior to January 1 and who worked more than fifty percent (50%) of that fiscal year shall be placed at the next higher step on the salary schedule.

16600 Unit members who are, or shall become during the term of this Agreement, elected officers of California School Employees Association (CSEA) shall, upon application to the Superintendent, be granted a leave of absence without pay for not more than two (2) years for the purpose of performing legitimate duties for the organization. CSEA is limited to one (1) person during the given time. Those who are granted full-time leaves of absence without pay shall not receive credit toward annual salary increments on the approved salary schedule. All costs of the unit member's leave, including salaries and fringes, shall be borne by the organization.

**ARTICLE 17000  
EMPLOYEE STATUS**

17100 The following shall be the status for all unit members in the classified service:

17110 **Probationary Status**

17111 The probationary period for all unit members shall be six (6) months of employment. Any person resigning employment during a probationary period shall begin a new period of probation upon reemployment.

17112 Prior to the completion of a six-month probationary period, an evaluation of the unit member's performance shall be filed with the Director of HR. A recommendation for retention shall result in the granting of permanent status. An unsatisfactory evaluation may result in the unit member's release from service.

17120 **Permanent Status**

17121 Permanent status is granted at the end of the unit member's probationary period under conditions specified above.

17200 **Definitions of Non-Unit Employees**

17210 **Short-Term Employee**

17211 A short-term employee is: (a) a person hired for a specific, temporary project of limited duration, of less than 196 workdays per fiscal year, which, when completed, the service or similar services shall no longer be required by MetroED; (b) a person hired for intermittent peak periods; or (c) in emergency situations of not more than ten (10) workdays. The ten (10) days may be extended by mutual agreement.

17212 MetroED shall notify the Association in writing prior to any short-term assignment with the anticipated beginning and ending date of such assignment.

17213 The use of short-term employees as defined under this section shall not deny to any unit member's wages to which he/she would otherwise be entitled.

17220 **Substitute Employee**

A substitute employee is: (a) a person hired to perform the duties of a position in the temporary absence of a unit member who is regularly assigned to that position; (b) a person hired to perform the duties of a vacated position, which is in the process of being filled on a permanent basis.

17230 **Student Employee**

Student employee is: (a) any full-time student employed part-time; (b)

or a part-time student employed part-time in any college work-study program, or in a work experience education program conducted by a community college district; (c) or any student employed in a regular MetroED program. MetroED shall notify the Association in writing prior to any such employment.

17240 **Professional Expert**

A person hired on a temporary basis for a specific project regardless of the length of the project, which requires the expertise of an individual recognized as an authority in the field for which employed. MetroED shall notify the Association in writing prior to any such employment.

**ARTICLE 18000**  
**TRANSFER, PROMOTION AND FILLING OF VACANCIES**

18100 MetroED unit members will receive first opportunity to review vacancies and file applications where they qualify.

18200 **Transfer**

18210 Transfer is defined as the lateral movement of a unit member from one position to another position within the same job title provided that the hours of employment, number of months worked and job requirements of the position are of the same type as performed in the current position.

18220 Involuntary transfers may be made by MetroED for the following reasons: excess staff, elimination of a position, closing of a school or when a need of MetroED can be demonstrated. If an involuntary transfer is to be made, MetroED shall confer with the Association. No involuntary transfer shall be made for arbitrary and capricious reasons.

18230 Unit members have the right to apply for transfer within the same job title currently held as long as the hours of employment, number of months worked and job requirements of the position are of the same type as performed in the current position and who has a satisfactory evaluation.

18231 Notwithstanding the provisions of this article, a unit member who holds a position with the same job title, but less hours of employment and/or fewer number of months worked and the same job requirements may apply for the position open for transfer as provided for herein. The unit member must be more senior than all applicants for transfer.

18232 When a unit member applies for a transfer under the provisions of section 18231, the District shall treat the open position as if it were a regular vacant position; however, only the internal applicants for transfer shall

be eligible to apply for said position. Section 18250 shall not be applied to the candidates under this section.

18233 If there is only one applicant for transfer and that applicant does not meet the requirements of Article 18230; then the position will be opened up to both in-house and outside candidates.

18240 Seniority shall be based upon the date of hire within the regular service of MetroED. If a seniority tie exists based upon date of hire, the most seniority within the current classification shall break the tie.

18250 The most senior applicant with satisfactory evaluations shall be reassigned to the vacant position provided that the hours and job requirements are of the same type as performed in the current position.

18260 Transfer of Instructional Aides to an authorized vacancy at the same location with increased hours shall be offered to the most senior Instructional Aide meeting the job requirements of the position.

18270 Probationary employees shall be eligible to apply for a transfer and/or promotion prior to the completion of their probationary period as long as the unit member has a satisfactory evaluation by their current supervisor. Upon transfer and/or promotion with mutual consent between the probationary employees and the District, the probationary period may be extended up to another three months. The transfer and/or promotion are not contingent upon agreeing to an extended probationary period.

18280 **Instructional Aide Assignments**

The supervisor will take into consideration program preferences of Instructional Aides submitted to him/her in writing when making assignments. Program assignments will not be made for arbitrary or capricious reasons.

18300 **Promotional/Open Vacancy**

18310 Promotion is defined as a change in the assignment of a unit member from a position in one classification to a vacant, authorized position in another classification with a higher salary range.

18320 If a permanent unit member does not perform job duties satisfactorily in the new position, MetroED management will reassign the unit member to a classification from which the permanent member was promoted.

18330 Unit members shall not have the primary responsibility to train new employees unless it is for the position the unit member is vacating or

where the job description includes the supervision of other employees in equal or lower classifications, or where the training will be under the supervision of the unit member's immediate supervisor.

18400      **Posting of Authorized Vacancy**

- 18410      The position vacated by a unit member as a result of a transfer shall be posted as a promotional/open vacancy, provided it is not necessary to fill the position with a unit member returning from leave or from the reemployment list.
- 18420      All authorized entry level vacancies shall be posted for a minimum of three (3) workdays prior to being filled.
- 18430      All authorized promotional vacancies shall be posted for a minimum of five (5) workdays prior to being filled.

18500      **Application Filing**

- 18510      All applicants must meet the testing, minimum position and job description requirements to be eligible to make application.
- 18520      Any unit member on leave of absence or vacation may authorize his/her representative to file an application for a posted position on their behalf. The unit member and/or the authorized representative are responsible for responding to the posting and meeting all application deadlines and procedures.

18600      **Testing**

- 18610      Testing of entry-level positions are not required except to meet minimum job description skill requirements.
- 18615      Unit members will not be required to take a skills test to maintain their current positions but may be evaluated for level of skills to facilitate job training.
- 18620      Any unit member seeking either a lower classification or lateral movement to a classification previously or currently held may be deemed adequately tested by the Director of Human Resources.
- 18630      Skills testing may be required for promotional positions.
- 18640      The applicant for testing must receive a passing score of no less than seventy percent (70%) in order to remain eligible.
- 18650      Testing times for promotional positions shall be determined by the Human Resources Office; and when such testing occurs during regular working hours, the unit member shall not be penalized for off duty time required for testing.
- 18660      Initial testing scores shall remain valid unless a unit member repeats the general testing to improve previously recorded scores, or in



cases where the unit member has not utilized the skill tested at the required level within the District for a period of one (1) year or more.

18700

**Eligibility Lists**

- 18710 The same interview questions will be asked of each candidate. These questions will be approved by the Site Interview Committee. A rating scale of 1, 2, 3, 4, or 5 points shall be used to score the applicant's response to each question. (One being the lowest ranking and five being the highest ranking.) At the end of the interviews, the Interview Committee should caucus, and discuss the candidates. After this discussion, they will mark their separate scores.
- 18720 The Job Site Interview Committee shall be composed of three (3) members. The Committee may be expanded to four (4) provided a multiple location assignment exists. MetroED shall appoint one (1) member of the Committee from a list of unit members from the site submitted to the Human Resources Office by the Association. If a site does not have a unit member, a unit member from a different site may serve on the Committee. The Interview Team should always include the hiring supervisor from the site, which the position is being filled. If the interview team is expanded to four (4) members, the additional members will consist of one additional administrator or one classified employee.
- 18730 The Job Site Interview Committee shall forward to the Human Resources Office the cumulative scores for each interviewee.
- 18740 The Human Resources Office shall add seniority points equivalent to one-half point for each twelve-month period of regular employment in the classified service or major portion thereof with MetroED. Seniority points for service in SJUSD shall be provided unit members who were employed by the San Jose Regional Programs on June 30, 1983 and who were employed by the District on July 1, 1983.
- 18750 The interviewees with the three (3) highest cumulative scores (including seniority points) will be considered by the hiring administrator for the open position.
- 18760 An applicant who has interviewed for a position may be considered for a similar position in the same classification without re-interviewing if the second interview process is conducted by the same interview team within three months of the first interview. The same interview score will be used in the second selection process.

**ARTICLE 19000  
LAYOFF AND REEMPLOYMENT**

19100 Unit members shall be subject to layoff for lack of work or lack of funds.

19200 **Definitions**

19210 Layoff shall include:

19211 Complete separation from employment;

19212 Voluntary reduction to a position with fewer hours or a lesser work-year to avoid interruption of employment by layoff;

19213 Assignment to a class or grade lower than that in which the unit member has permanence, voluntarily consented to by the unit member to avoid interruption of employment by layoff.

19220 Classification means a group of positions that have the same:

19221 Job title;

19222 Job description with a specific statement of the duties required to be performed by the unit members in such position;

19223 Regular monthly salary range.

19230 Positions within classifications may be partial full-time equivalents; each position having a regular minimum number of hours; days per week and months per year.

19300 **Notice of Layoff**

It is the intent of MetroED to notify unit members as soon as possible of the necessity to layoff. In no event shall layoffs be effected with less notification than that required by law.

19310 When, as a result of a bonafide reduction or elimination of service being performed by any department, unit members shall be subject to layoff for lack of work, affected unit members shall be given notice of layoff not less than 45 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

19320 **Specially Funded Programs**

19321 When, as a result of the expiration of a specially funded program classified positions must be eliminated at the end of any school year, and unit members will be laid off at the end of such school year, unit members shall be given written notice on or before May 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights.

However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than 45 days prior to the effective date of their layoff.

19322 By May 29 of each school year, MetroED's Human Resources Department shall notify each unit member working in a specially funded program the status of funds for the following school year to the extent that such knowledge is available.

19330 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by Sections 19310 and 19320.

19340 The list of bargaining unit members receiving layoff notices shall be published in a Governing Board agenda and sent to the Association. The bargaining unit members' addresses shall be attached.

19400

**Order of Layoffs**

The order of layoff within a classification shall be determined by the length of service in that classification plus any higher classes. The unit member, who has been employed the shortest time in the classification plus higher classes, shall be laid off first.

19410 Seniority shall be based on all time in regular paid status.

19411 For unit members hired July 1, 1971, or before, length of service shall be determined by the date of hire in the affected classification.

19412 For service commencing or continuing after July 1, 1971, length of service shall be determined by the number of hours in paid status and in the class plus higher classes whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis.

19420 If two (2) or more unit members of the bargaining unit subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, or if that be equal, the greater bargaining unit seniority, or if that be equal, then the determination shall be made by lot.

19430 **Displacement and/or Transfer Rights (Bumping Rights)**

19431 A unit member laid off from his or her present class may bump into the next class (lateral range or lower)

in which the unit member has greatest seniority considering his/her seniority in that class and any higher classes. The unit member may continue to bump into previously held classes to avoid layoff.

19432 A unit member who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

19440 **Seniority Roster**

MetroED's Human Resources Department shall maintain the seniority status of unit members as stipulated in Sections 19411 and 19412. When it is necessary for MetroED to produce a seniority roster, such roster shall be made available to the Association for a fee not to exceed the cost of producing such list.

19500 **Reemployment Rights**

19510 Order -- Reemployment following layoff shall be in the reverse order of layoff.

19520 Persons laid off due to lack of work or lack of funds are eligible for reemployment in preference to new applicants in the class from which laid off and in the classes (previously held or for which seniority hours have been earned) from which they are laid off for a 39-month period and shall be re-employed in reverse order of layoff. (Education Code 45298)

19521 Their reemployment shall take precedence over any other type of employment, defined or undefined, in this Agreement.

19522 In addition, such persons laid off have the right to participate in promotional examinations within MetroED during the thirty-nine (39) month period following their layoff from employment. Upon request, a unit member on a reemployment list shall be notified of promotional opportunities and other classified vacancies as designated. It is the responsibility of the unit member to maintain with MetroED a current address at which the unit member may be notified of promotional opportunities and vacancies. MetroED will attempt to contact the unit member at his/her last known address of promotional opportunities and vacancies.

19530 **Voluntary Demotion or Voluntary Reduction Hours**

19531 **Voluntary Demotion**

Unit members who take voluntary demotions in lieu of layoff shall be, at the unit members' option, returned to a position in their former class as vacancies become available, and with no time limit, except that

they shall be ranked in accordance with their seniority on any valid reemployment list. MetroED may, after sixty-three (63) months, send to any unit member on such a reemployment list a letter asking if the unit member wishes to remain on the reemployment list. The unit member shall respond to any such inquiry of MetroED within 20 workdays. MetroED shall retain on the list only those unit members who indicated they wished to remain on the list.

19532

**Voluntary Reduction in Hours**

Unit members who accept positions with fewer hours or lesser work year in lieu of layoff shall be, at the unit member's option, returned to a position with their former hours and/or work year as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list. MetroED may, after sixty-three (63) months, send to any unit member on such a reemployment list a letter asking if the unit member wishes to remain on the reemployment list. The unit member shall respond to any such inquiry of MetroED within 20 workdays. MetroED shall retain on the list only those unit members who indicated they wished to remain on the list.

19540

**Notification of Reemployment Opening**

MetroED's Human Resources Department shall notify the unit member with the greatest seniority on the reemployment list of an available vacancy. Such notification may be made by telephone, in person, or through certified mail to the last known address.

19541

Unit Members shall be offered reemployment in the highest rated job classification available in accordance with their class seniority. Unit Members who accept a position lower than their highest former class shall retain their reemployment rights in accordance with Section 19500.

19542

MetroED shall notify Association in writing of all reemployment offers, including dates such offers were made and the unit member's acceptance or rejection.

19550

**Unit Member Acceptance of Reemployment**

A unit member shall notify MetroED of his/her intent to accept or refuse reemployment by the end of the next workday, as defined in Section 6250, after the offer is received.

19551

A unit member who rejects an offer for reemployment to a former classification shall be skipped the next

time there is an opportunity for reemployment in that former classification. Thereafter, the unit member shall again be notified in accordance with the provisions of this section.

19552 Failure to notify MetroED in accordance with 19500 shall result in the unit member being skipped the next time there is an opportunity for reemployment. Thereafter, the unit member shall again be notified in accordance with the provisions of this section.

19600 **Retirement in Lieu of Layoff**

19610 Any bargaining unit member may elect to accept a service retirement in lieu of layoff or voluntary demotion. Such unit member shall within ten (10) workdays prior to the effective date of the proposed layoff complete and submit a form provided by MetroED for this purpose.

19620 The unit member shall then be placed on a thirty-nine (39) month reemployment list in accordance with Section 19500; however, the unit member shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.

19630 MetroED agrees that when an offer of reemployment is made to an eligible person retired under this Article, and MetroED receives a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status. However, MetroED has the right to hire a "short-term" employee until the regular employee can resolve his/her retirement status with the Public Employees Retirement System (PERS).

19700 **Layoff Agreement**

19710 Any unit member who is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits. MetroED is authorized to layoff the least senior unit member in that classification in order to comply with the provisions of this section if such layoff is necessary.

19800 **Provisions for Employees on Layoff**

19810 **Health and Welfare Benefits**

19811 Upon the unit member's request, MetroED will continue its prorated share of health, dental and life insurance contributions for a unit member who is completely laid off through the month following the month in which the layoff becomes effective. Any prorated unit member's contributions for the month following the month in which the layoff becomes effective shall be deducted from the unit member's

final warrant. In the event that there is an insufficient amount of money in the unit member's final warrant to cover the unit member's contributions, the unit member may remit the difference to MetroED or elect to drop the program(s).

19812 Upon the unit member's request, MetroED will continue its prorated share of health, dental and life insurance contributions for the month following the month in which a unit member has accepted a position of lesser hours.

19813 At the unit member's option, the unit member may carry benefits for eighteen months following the last month of district-paid benefits at full payment by the unit member (see COBRA rights under section 23500.)

19820 **Voluntary Demotion**

19821 A unit member electing a voluntary demotion in lieu of layoff shall receive his/her current rate of pay through the month in which the layoff becomes effective. Thereafter, the rate of pay shall be at the step of the new classification closest to the unit member's current rate of pay.

19830 **Work Opportunities for Unit Members on the Layoff List**

19831 Unit members on the layoff list may sign up for day-to-day substitute work with the Human Resources Office and/or with sites at which they are willing to work. If the unit member substitutes in the classification from which he/she was laid off, he/she shall receive the same rate of pay (range and step) as when he/she was laid off.

19832 Unit members on the layoff list who are willing to accept temporary assignments of thirty (30) days or more may sign up with the Human Resources Office. The rate of pay shall be established for the classification, which is closest to the rate of pay the unit member had when the layoff became effective. The unit member shall be entitled to sick leave, vacation, holidays and health and welfare benefits for the period of temporary employment only.

19840 Laid off unit members shall be eligible to apply for unemployment insurance.

19900 The parties agree that by complying with the terms of Article 19000, they have fully satisfied any obligation to bargain the effects or impact of any layoff affecting bargaining unit members.

**ARTICLE 20000  
EFFECT OF AGREEMENT**

- 20100 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over MetroED practices, policies, and procedures, and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary.
- 20200 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.
- 20300 Nothing in this Section shall be construed to be contrary to the provisions of the California Education Code.
- 20400 During the term of this Agreement, the Association waives and relinquishes the right to meet and negotiate and agrees that the Governing Board of the MetroED shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matters may not have been within the knowledge or contemplation of either or both MetroED or the Association, at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn, except as otherwise specified herein.

**ARTICLE 21000  
SAVINGS PROVISION**

- 21100 If any provisions of this Agreement are held to be contrary to law by new legislation or by a court of competent jurisdiction or governmental administrative MetroED having authority over the provisions, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 21200 At the request of either party, any section of this Agreement affected by a statutory enactment, a final court decision, or by a State or Federal regulation during the term of the Agreement shall be reopened for negotiations.
- 21300 At the request of either party, subjects which are determined to be negotiable by statutory enactment or final court decision and which were not subjects previously



negotiated shall be reopened for negotiations.

**ARTICLE 22000  
NO STRIKE PROVISION**

- 22100 For the duration of this Agreement, the Association will not engage in, or authorize, any concerted interruption or withdrawal of services by members of the bargaining unit. No officer or representative of the Association shall be empowered to cause or participate in any such prohibitive activities.
- 22200 For the duration of this Agreement, MetroED agrees that it will not engage in or authorize any lock-out of employees.

**ARTICLE 23000  
EMPLOYEE BENEFITS**

23100 Upon application MetroED will contribute up to \$15,844 (2013-15) total annual cost toward medical, dental and life insurance premiums for each unit member in accordance with Sections 23200 and 23300. The District paid fringe benefit CAP shall be increased annually by at least 5% or the State COLA received by the District, whichever is greater. If total benefit costs exceed the annual cap as adjusted annually pursuant to this Article, the difference will be divided amongst all participating District employees and paid by automatic withdrawal via payroll deduction from each District employee's paycheck. Part-time employees' benefit costs and contributions will be prorated. Any deduction for benefit costs via payroll deduction may be eligible for the District 125 Plan. Metropolitan Education District benefit package includes the following:

- 23110 CalPERS
- 23120 Dental Plan
- 23130 Income Protection Plan
- 23140 Life Insurance (\$15,000)
- 23150 Employee-paid vision care benefit program which is open to eligible employees.

23200 Minimum eligibility for unit member's participation in the health and welfare plans is a one-half time assignment (twenty (20) hours per week) in the regular classified service of MetroED.

23300 Proration for MetroED and unit member's contributions for all plans shall be:

F.T.E.                      METROED                      EMPLOYEE

50.0%	50.0%	50.0%
62.5%	62.5%	37.5%
75.0%	75.0%	25.0%
87.5%	87.5%	12.5%
100.0%	100.0%	00.0%

- 23310 During the term of this agreement, the District will make the monthly contribution on behalf of all unit members of current applicable health plans, dental plans, life insurance and group income protection plan. Any increase in the premium cost of the fringe benefit program shall be paid by the District in accordance with the proration schedule.
- 23400 MetroED shall continue to provide benefit coverage pursuant to Article 23000 to eligible unit members and may change vendors as appropriate in order to provide such coverage.
- 23500 **COBRA** - MetroED agrees that it will take such action necessary to insure conformity with the provisions of and the regulations adopted pursuant to Title XXII of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) which provides an extension of employee health plan coverage to unit members and their spouses and dependents under certain conditions.
- 23510 Covered unit members may choose to continue health plan coverage for 18 months for themselves, their spouse/domestic partner or dependents under the following circumstances:
- A. When the unit member is terminated for reasons other than gross misconduct;
  - B. When the unit member's hours are reduced this results in a loss of health plan benefits.
- 23520 The spouse/domestic partner of a covered unit member may choose to continue health plan coverage for a period of thirty-six (36) months if he or she loses health plan coverage for any of the following reasons:
- A. The death of the unit member's spouse/domestic partner;
  - B. Divorce or legal separation from the unit member;
  - C. The unit member becomes eligible for Medicare.
- 23530 The dependent child of a covered unit member may choose to continue health plan coverage for a period of thirty-six (36) months if he or she loses health plan coverage for any of the following reasons:
- A. Death of the parent;
  - B. Unit member's divorce or legal separation;
  - C. Unit member becomes eligible for Medicare;
  - D. The dependent ceases to be a "dependent child" under the current health plan.
- 23540 The foregoing is intended solely to provide an overview of the law and is not intended as an explanation of all of the provisions of the

COBRA. Unit members are advised to consult with the Human Resources Office for an explanation of their rights under the COBRA.

23550 This provision of the Agreement is effective July 1, 1987 for those unit members in paid status at that time. (subject to verification with the insurance companies)

23600

**Golden Handshake**

The parties agree to the "golden handshake" provisions pursuant to the terms and conditions set out in Government Code Section 20586.

23700

**IRC 125 Plan**

23710 MetroED will provide an IRC 125 plan to all CSEA unit members with twenty or more hours per week of employment with MetroED. MetroED will pay the cost of the administrative fee. The plan will include premium conversion, dependent care and unreimbursed medical costs.

23720 The maximum contribution by the unit member into the dependent care plan shall be \$5,000. The maximum contribution by the unit member into the unreimbursed medical plan shall be \$2,000. The Plan administrator shall be determined by the District. The plan year shall be from October 1 to September 30 of each year.

**ARTICLE 24000  
SALARY**

24100

**Longevity and Stipends**

24110 A longevity increase of three percent (3%) of the base salary for unit members with **ten (10) years of service** with MetroED, effective July 1, 2002, and

24120 A longevity increase of three percent (3%) of the base salary (in addition to the longevity increase in 24110) for unit members with **thirteen (13) years of service** with MetroED, effective July 1, 2002, and

24130 A longevity increase of three percent (3%) of the base salary (in addition to the longevity of 24110 and 24120) for unit members with **sixteen (16) years of service** with MetroED, effective July 1, 2002, and

24140 A longevity increase of three percent (3%) of the base salary (in addition to the longevity increase in 24110, 24120 and 24130) for unit members with **nineteen (19) years of service** with MetroED, effective July 1, 2002, and

- 24150 A longevity increase of three percent (3%) of the base salary (in addition to the longevity increase in 24110, 24120, 24130 and 24140) for unit members with **twenty-two (22) years of service** with MetroED, effective July 1, 2002, and
- 24160 A longevity increase of three percent (3%) of the base salary (in addition to the longevity increase in 24110, 24120, 24130, 24140 and 24150) for unit members with **twenty-five (25) years of service** with MetroED, effective July 1, 2002, and
- 24170 A longevity increase of three percent (3%) of the base salary (in addition to the longevity increase in 24110, 24120, 24130, 24140, 24150 and 24160) for unit members with **twenty-eight (28) years of service** with MetroED, effective July 1, 2002.
- 24180 A longevity increase of three percent (3%) of the base salary (in addition to the longevity increase in 24110, 24120, 24130, 24140, 24150, 24160 and 24170) for unit members with **thirty-one (31) years of service** with MetroED, effective July 1, 2005.

24200 **Salary COLAS**

- 24210 The Salary Schedule will remain the same for the 2012-13 school year.
- 24220 The District will provide a 3.0% increase to the salary schedule retroactive to July 1, 2013. The District shall provide notice to CSEA of the date of the payment. The District's intent is to make the payment approximately by the June 30, 2014 payroll and contingent upon the full ratification of the Agreement.
- 24221 That the District will provide each bargaining unit employee, who is in paid status for at least seventy-five percent (75%) of the days of that employee's regularly scheduled work year during the 2013-14 school year and is employed as of the date of the full ratification of the parties' agreement, with a one-time, lump sum "off the schedule" payment equal to 3.0%R of each bargaining unit employee's salary as set forth in the 2013-14 salary schedule. The off the salary schedule payment shall be based on the bargaining unit employees' salary schedule for the 201-14 school year in effect before the District provides the 3.0% increase to the salary schedule. The District shall provide notice to CSEA of the date of the payment. The District's intent is to make the payment approximately by the June 30, 2014 payroll and contingent upon the full ratification of the Agreement.
- 24230 Should the District negotiate a cost of living increase in excess of that provided for in Article 24210 of this Agreement with any other unit, CSEA shall have the right to reopen negotiations on Article 24210 for 2013-14.

24300

**PERS Buy-Out**

24310 In lieu of a 4.1% salary increase, MetroED shall begin on July 1, 1987 to contribute each month on behalf of each eligible unit member the full portion of the PERS contribution heretofore paid by each such eligible member seven percent (7%). MetroED shall contribute both the employer and employee contribution to the PERS effective July 1, 1987 in an amount of 17.064%.

If the employee's PERS contribution rate exceeds seven percent (7%) (1987-88 level), the employee shall be responsible for the increased amount over seven percent (7%). If the employee's PERS contribution rate decreases, the benefit of any such decrease shall be in favor of MetroED. If the employer's PERS contribution rate exceeds 10.064% (1987-88 level), MetroED shall be responsible for the increased amount over 10.064%.

24320 MetroED shall have until June 1, 1989 to notify the Association that effective June 30, 1989, MetroED may opt out of the PERS Buy-Out Program if the Governing Board determines that the program is not financially feasible. If that opt out is exercised, effective July 1, 1989, MetroED shall apply a 4.1% salary increase to the salary schedule for all bargaining unit members, and the PERS differential for all non-PERS eligible bargaining unit members shall be eliminated effective the same date. This one-time opt out provision shall not preclude Association from negotiating a salary increase for bargaining unit members to take effect in the 1989-90 contract year.

24330 The Association acknowledges that effective July 1, 1987 MetroED assumed the employee portion of the PERS contribution in lieu of a salary increase, the cost of which was 4.1% to MetroED. In the 1987-88 school year, the employee's contribution to the PERS assumed by MetroED was seven percent (7%).

24340 (a) Before MetroED assumed the employee's contribution to the PERS Buy-out Program on behalf of any bargaining unit members, each bargaining unit member eligible to participate in the PERS Buy-Out Program signed on MetroED's voluntary hold harmless clause.

(b) Employees of MetroED who are eligible to participate in the PERS and who are hired after the implementation of the "PERS Buy-out Provision" shall be compensated pursuant to the terms and conditions of this collective bargaining agreement including the "PERS Buy-out Provision."

24350 Any employee who is not eligible for or who does not participate in the Public Employees Retirement System shall be paid a non-PERS differential each month in the amount of an additional 4.1% of his/her base salary in effect in the 1986-87 school year.

- 24500      **STIPENDS**
- 24510 (previously 24190)  
A 2.5% increase to the base salary for those unit members with bilingual-biliterate skills who have been assigned to use those skills in performing their duties.
- 24520      When a Para-educator (Instructional Aide), assigned to a classroom, spends at least three hours but less than six hours on any given day with an internal or external substitute teacher, the Para-educator shall receive an additional one-half hour of pay for that day.
- 24521      If a Para-educator spends at least six hours on any given day with an internal or external substitute teacher, the Para-educator shall receive an additional one hour of pay for that day.
- 24522      Para-educators who have worked with the same substitute teacher in the classroom after fifteen consecutive days are not entitled to continued additional pay as provided for above.
- 24600      The Association and the District agree to establish a system whereby positions are evaluate annually on a rotating basis by classification in order to investigate comparable salaries/duties in job classifications. There shall be no more than three years between evaluation periods of reach class of positions.
- 24700      Salary schedule for 2013-14 is attached as Appendix C-1.

**ARTICLE 25000  
SHIFT DIFFERENTIAL**

- 25100      Effective May 1, 2004, a shift differential will be paid based upon Range 22, Step 1 times 5% per month to unit members whose regular assignment is scheduled as follows:
- 25110      Requires that at least 50 percent (50%) of their work is scheduled prior to 8:00 a.m. or subsequently to 5:00 p.m., or a break of three (3) hours or longer exists between a split shift assignment.
- 25200      A shift differential will be paid based upon Range 22, Step 1 times 10% per month to unit members whose regular daily assignment is scheduled as follows:
- 25210      Requires that at least 50 percent (50%) of their work time is scheduled subsequent to midnight and prior to 8:00 a.m.
- 25300      The shift differential shall be prorated accordingly for any unit member working less than eight (8) hours per day.
- 25400      Unit members whose regular assignments are subject to change during the summer months will not qualify for this additional remuneration during this period.



**ARTICLE 26000  
DISCIPLINARY ACTION**

- 26100      **Exclusive Procedure**  
Discipline shall be imposed upon permanent unit members pursuant to this Article. Nothing therein shall preclude an evaluation from being introduced in a disciplinary action.
- 26200      **CAUSES**  
Permanent unit members shall be subject to disciplinary action only for the following causes. Unit members against whom disciplinary action is taken shall be informed of the specific acts/or omissions upon which the action is based.
- 26201              Failure to adequately perform requirements of the position held.
- 26202              Failure to comply with contractual conditions of employment.
- 26203              Willful or negligent violation of MetroED rules and regulations of a federal, state or local governmental agency those are applicable to public schools.
- 26204              Violation of any lawful order by a superior employee.
- 26205              Insubordination.
- 26206              Dishonesty.
- 26207              Drinking alcoholic beverages on the job or reporting to work while intoxicated.
- 26208              Use of narcotics or controlled substances on the job or reporting to work while under the influence of a narcotic or controlled substance.
- 26209              Disorderly or immoral conduct.
- 26210              Conviction of a sex offense as defined in Education Code Section 44010, conviction of narcotics offense in Section 44011, or conviction as a sexual psychopath in Article I, Chapter 1, Part 1.5, Division 6 of the Health and Welfare Code.
- 26211              Repeated tardiness.
- 26212              Failure to report to work as assigned.
- 26213              Discourteous, offensive, or abusive treatment of the public, other employees or pupils.
- 26214              Willful or negligent damage to school property or willful waste of MetroED supplies or equipment.
- 26215              Evident unfitness for service.



- 26216 Failure to maintain licenses or certificates required for the position by law or MetroED policy or job description.
- 26217 Misrepresentation or concealment of any relevant fact in connection with obtaining employment or during employment.
- 26218 Misappropriation of MetroED funds or property.
- 26219 Conviction of a felony, or conviction of a misdemeanor involving moral turpitude. A plea of guilty, or a conviction following a plea of nolo contendere is deemed a conviction within the meaning of this section.
- 26220 Physical or mental incapacity to perform duties.
- 26221 Physical violence.
- 26222 Misuse of District technology by illegally copying, downloading and/or unauthorized use of software without appropriate license for that software.

26300

**Disciplinary Action**

26310 The following disciplinary action may be taken by MetroED against a permanent unit member for any of the causes specified in Section 26200.

26311 ***Dismissal*** is removal from employment.

26312 ***Suspension*** is temporary removal from service for a specified period of time with or without pay.

26313 ***Involuntary demotion*** is placement in a lower classification without the unit member's written consent.

26314 ***Involuntary Reassignment/Transfer*** is a change of assignment whereby a unit member is deprived of an incident of classification.

26320 **Progressive Discipline**

In handling disciplinary matters, it is intended that progressive steps be utilized unless the incident giving rise to the discipline is of such a nature that immediate or more severe action is appropriate.

26321 Progressive steps may be as follows, except that 26321.1 and 26321.2 are mandatory in dealing with causes of a cumulative nature.

26321.1 ***Verbal reprimand.***

26321.2 ***Written warning***, with a copy for the unit member's personnel file in

accordance with Section 8200 of this Agreement. Such statement shall include the reasons for the warning and any intention the supervisor may have to recommend disciplinary action. The supervisor shall give a reasonable period of advanced warning to permit the unit member time to correct the deficiency without incurring disciplinary action.

26321.3 ***Involuntary Reassignment/Transfer.***

26321.4 ***Suspension.***

26321.5 ***Involuntary Demotion.***

26321.6 ***Dismissal.***

26330 **Emergency Suspension**

The Association and MetroED recognize that emergency situations can occur involving the health and welfare of students and/or employees.

26331 If the unit member's presence would lead to a clear and present danger to the lives, safety, or health of students or fellow employees, the MetroED may suspend the unit member without pay following an informal hearing with the Superintendent or his/her designee. However, the unit member may be suspended, with pay, until the scheduling of an informal hearing.

26340 Within three (3) workdays, MetroED shall hold an informal hearing as described in Section 26410 and serve on the unit member a written notice of discipline and notice of right to a formal hearing in accordance with this Article.

26341 If, as a result of either the informal or formal hearing, the suspension is found unwarranted or of undue length, the unit member shall be reimbursed the appropriate back pay.

26400 **Disciplinary Procedure**

- 26410            **Informal Meeting**  
By mutual agreement, a unit member against whom disciplinary action is being recommended may meet with his/her Supervisor or Site Administrator prior to written notification of official charges. The unit member shall be informed orally of the reasons for disciplinary action and the action to be taken and be given an opportunity to respond. The unit member may be represented at the meeting by a representative of his/her choice.
- 26411            If no agreement is reached at the informal meeting or discipline beyond the written warning level is being initiated, MetroED will give written notification of official charges and notice of a right to a formal disciplinary hearing.
- 26420            **Written Notice**  
When MetroED seeks the imposition of any disciplinary punishment, notice of such discipline shall be made in writing and served in person or by registered or certified mail to the unit member at the last known address. A copy of the notice shall be mailed to the Association at the same time unless the unit member requests otherwise.
- 26421            **Statement of Charges**  
A statement of the specific charges against the unit member shall be written in ordinary and concise language, shall include the cause and the specific acts and omissions, including times, dates and location, on which the disciplinary action is based and shall state the penalty proposed.
- 26422            No disciplinary action shall be taken for any cause which arose prior to the unit member's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice cause, unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to MetroED.
- 26430            **Disciplinary Hearing**  
The unit member shall be advised in writing of his/her rights to a hearing on the charges against him/her and the time within which said hearing may be requested. The unit member may request a hearing in writing either by mail or personal delivery with five (5) workdays after service of the statement of charges. A card or letter shall be provided to the unit member, the signing of which shall constitute a demand for a hearing and a denial of all charges. In the absence of a request for a hearing within the five (5) workdays, the disciplinary action shall be effective without a hearing on the date set forth in the written notice.
- 26431            If, after requesting a hearing, the unit member fails to

appear for the hearing, the disciplinary action shall be effective without a hearing on the date set forth in the written notice.

26432      **Access to Material** - The unit member may, upon request, have copies of materials upon which the charges are based.

26433      A unit member may be relieved of duties without loss of pay, at the option of MetroED.

26434      The Disciplinary Hearing shall be conducted by the Director of Human Resources or designee. Included in the hearing will be the unit member, the unit member's representative, if requested, and a supervisor and/or administrator from the unit member's work organization. Written charges will be presented and discussed, and the unit member will be given an opportunity to respond. Upon completion of the hearing, a recommendation to uphold, amend or withdraw the disciplinary action will be made to the Superintendent. The employee will be notified of the recommendation to the Superintendent.

26500      **Governing Board Hearing**

26510      The hearing shall be held within a reasonable period of time after the filing of a request for a hearing.

26520      The unit member may be represented at the hearing by a representative of his/her choice.

26530      Technical rules of evidence shall not apply at the hearing.

26540      The hearing shall be conducted before the Governing Board or before a hearing officer.

26541      Hearings regarding suspensions, demotions, or dismissals may be held before a hearing officer from the California Office of Administrative Hearings (OAH) at the option of either the Association or MetroED. If an OAH hearing officer is not available within thirty (30) days, MetroED and the Association shall submit a request for a list from the State Conciliation and Mediation Service (SCMS).

26542      The hearing officer shall submit a written recommended decision to the Governing Board that shall include the proposed findings of fact and determination of issues. A copy of the recommended decision shall be sent to the unit member.

- 26543 Prior to making a final decision, the Governing Board shall afford the unit member the opportunity to present arguments to it on the sufficiency of cause for disciplinary action.
- 26544 The Governing Board may accept, reject or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the findings of fact.
- 26545 Any modified decision by the Governing Board shall include findings of fact and determination of issues. The Governing Board's determination of the sufficiency of cause for disciplinary action shall be conclusive.
- 26546 The cost of the hearing and the reporter, if any, shall be borne equally by MetroED and the Association.
- 26547 The hearing shall be in closed session unless the unit member makes a written request for a public hearing at least five (5) workdays prior to the hearing. The Governing Board may deliberate in the absence of the unit member and the administration.
- 26548 The unit member shall have the right to personally appear and testify, to call witnesses, and to cross-examine witnesses called by the administration.

26600

**Release of Probationary Classified Employees**

Probationary employees are excluded from the provisions of the disciplinary article. At any time prior to the expiration of the probationary period, the Governing Board may, in its discretion, release a probationary employee from MetroED.

**ARTICLE 27000  
SAFETY**

- 27100     **MetroED Compliance**  
MetroED shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.
- 27200     **Reports**  
Reports of unsafe conditions may be made to MetroED Safety Committee.
- 27300     **Release Time**  
Unit Members shall be allowed reasonable release time to appear before the Safety Committee when necessary.
- 27400     **No Discrimination**  
No unit member shall be discriminated against as a result of reporting any unsafe condition.

**ARTICLE 28000  
CONTRACTING AND BARGAINING UNIT WORK**

MetroED will not contract out work customarily and routinely performed by unit members that will result in the displacement or reduction of hours, wages or reassignment of bargaining unit members.

**ARTICLE 29000  
CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS**

- 29100**     MetroED shall meet to discuss with the Association new job classifications, the reclassification of a position or class of positions, and/or the abolition of a position or class of positions and, upon request from the Association, to negotiate the impact upon bargaining unit members.
- 29200**     **Job Reclassification Request Procedure**
- 29201             A unit member must perform majority of the duties for majority of the time of the higher position they believe they are working in to be considered for reclassification.
- 29202             A unit member must have held current classification for at least one year before requesting a reclassification.
- 29203             A unit member must complete Job Reclassification form obtained from HR department.
- 29204             A unit member must meet with Supervisor;

- A. Supervisor and employee review Reclassification request form within ten (10) on-duty working days. A Reclassification Questionnaire may be obtained from HR.
  - B. Employee completes questionnaire for further discussion with supervisor.
  - C. Whether the Supervisor agrees or disagrees with request; Supervisor's signature is required on Job Reclassification request form.
  - D. Job Reclassification Request Form (and questionnaire) is forwarded to Human Resources. Unit member's requests must be submitted during the month of October (1-31) each year to the Human Resources Department.
- 29205 Human Resources review the job reclassification request and conduct an investigation. This shall involve discussions with the employee, the supervisor and may include others knowledgeable about the position. It may also involve the use of outside consultants.
- 29206 If the Human Resources Department determines that a job reclassification is warranted, they will submit a job reclassification recommendation to the Superintendent no later than February 1 following the submission of the reclassification study request. This timeline may be extended by mutual consent for no more than ten(10) working days.
- If the Human Resources Department determines that a job reclassification is not warranted, the bargaining unit member will be given the reason(s) for denial. The employee has the right to appeal any decision and be granted another interview with the HR Director within ten (10) working days.
- 29207 The Superintendent shall render a decision on the recommendation within five (5) working days of receipt of the recommendation. The decision of the Superintendent shall be final.
- 29208 If it is determined that the unit member is not working out of class, the unit member will not be able to submit a request for reclassification for two years. If the unit member is reclassified he or she cannot submit a reclassification request on the new position for at least three years.
- 29209 Upon the determination of the Superintendent that the unit member is working at a different compensation level, the unit member will be reclassified to the new position, and his/her compensation will be adjusted to the appropriate level and made retroactive to the previous November 1.
- 29210 All reclassifications are subject to final approval by the MetroED Governing Board.

**ARTICLE 30000  
METROED RIGHTS**

The District shall retain the sole right to establish, adopt, publish, change, amend and enforce rules and policies for unit members to follow, not in conflict with the terms of this agreement, applicable statutes, and PERB decisions.

**ARTICLE 31000  
SIGNATURE CLAUSE**

30100 In witness whereof, the parties hereto have caused this document to be executed this 30th day of April 2014.

FOR THE GOVERNING BOARD OF  
METROPOLITAN EDUCATION  
DISTRICT  
**(METROED)**

Tom Mullin  
Chief Negotiator  
Director of Human Resources

**NEGOTIATION TEAM  
FOR THE DISTRICT**

Tom Mullin, Chair  
Debbie Fry  
Peter Vrabel

FOR THE CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION  
**(CSEA)**

Rosalie Ruiz, President  
Chapter #227, CSEA

**NEGOTIATION TEAM  
FOR THE CSEA**

Theresa Malsack, CSEA Field Rep  
Rosalie Ruiz, President/Chairperson  
Thomas De Rosa  
Terri DiSalvo-Rotsaert  
Kemisha James



**APPENDIX A**  
**INSURANCE PROGRAMS RATE SCHEDULE**

**APPENDIX B  
CLASSIFICATION LISTING**

**A. Clerical: Secretarial and Related Classes**

<b><u>Position</u></b>		<b><u>Range Salary</u></b>
Senior Accountant	33	\$4611-5885
Accountant	30	\$3983-5084
System Support Specialist	29	\$3794-4842
Executive Administrative Assistant	28	\$3613-4611
Program Representative	28	\$3613-4611
Payroll Specialist	28	\$3613-4611
Facilities Assistant	27	\$3441-4392
HR Credential Analyst	26	\$3277-4182
Program Registrar	26	\$3277-4182
Senior Administrative Assistant	25	\$3121-3983
Accountability Specialist	24	\$2972-3794
Administrative Assistant	24	\$2972-3794
Human Resource Specialist	24	\$2972-3794
Site Registrar	23	\$2831-3613
Account Technician	23	\$2831-3613

**B. Instructional Assistant and Related Classes**

<b><u>Position</u></b>		<b><u>Range Salary</u></b>
Licensed Assistant	28	\$3613-4611
Assessment Technician	20	\$2445-3121
Para-educator	20	\$2445-3121
Campus Assistant	16	\$2012-2568

**C. Maintenance and Operations Positions**

<b><u>Position</u></b>		<b><u>Range Salary</u></b>
Maintenance Specialist	31	\$4057-5179
Facility Technician	30	\$3864-4932
Lead Custodian	26	\$3179-4057
Lead Groundskeeper	26	\$3179-4057
Custodian II	24	\$2884-3680
Groundskeeper	23	\$2831-3613

Custodian/Van Driver	22	\$2696-3441
Custodian	22	\$2696-3441

**D. Management Information Systems Positions**

<b><u>Position</u></b>		<b><u>Range Salary</u></b>
Network Specialist	41	\$6813-8695
Webmaster/Database Systems Analyst	33	\$4611-5885
Computer/Network Technician	31	\$4057-5179
System Support Specialist	29	\$3794-4842

**APPENDIX C-1**

**APPENDIX D**  
**Professional Growth Forms**

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**METROPOLITAN EDUCATION DISTRICT  
HUMAN RESOURCE DEPARTMENT**

To: Kim Fields – HR

From: \_\_\_\_\_ (type or print name)

Date: \_\_\_\_\_

**RE: CSEA PROFESSIONAL GROWTH LETTER OF INTENT**

This is to inform you that I have received the Professional Growth packet and have reviewed the guidelines and the excerpt from the CSEA contract – Article 12000. Please consider this memo my official request to begin my Professional Growth increment. I will be working toward:

- \_\_\_\_\_ courses required for a college degree
- \_\_\_\_\_ college certificate
- \_\_\_\_\_ courses allowing upward mobility within the district  
(Workshop, Seminars, Institute, Conference)

I understand the requirements as they pertain to CSEA contract.

I understand that if I take a workshop, seminar or a class that I do not have a transcript for, I must turn in the CSEA VERIFICATION CLASS OF COMPLETION FORM in order to obtain approval of the Professional Growth Committee.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submit to: Kim Fields, Human Resources

METROPOLITAN EDUCATION DISTRICT  
Attn. Human Resources Department  
760 Hillsdale Ave. Bldg. 6  
San Jose, CA 95136-1190  
408-723-6434

CSEA VERIFICATION OF CLASS COMPLETION

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_ Work Location:  
\_\_\_\_\_

Course Title: \_\_\_\_\_ Course No.  
\_\_\_\_\_

Hrs. Scheduled: \_\_\_\_\_ Hrs. Attended: \_\_\_\_\_ Grade: \_\_\_\_\_ Credit: \_\_\_\_\_

\_\_\_\_\_  
Instructor's Signature

\_\_\_\_\_  
Date

NOTE: This grade card is to be issued and signed by the instructor.  
Professional Growth reports must be presented (by the employee) to the Metropolitan  
Education  
District Human Resources Department.

**APPENDIX E**  
**Reclassification Forms**  
**See Intranet for Procedures and forms**

Reclassification Information and Forms **CSEA**

**RECLASSIFICATION REQUEST FORM**

Name: \_\_\_\_\_

Date:

Current Position: \_\_\_\_\_

Proposed Position:

Reason for reclassification request:

Employee Signature: \_\_\_\_\_

Date:

I **agree** with above request

I **disagree** with above request

Supervisor Signature: \_\_\_\_\_

Date:

If disagree, list reason why:

**RECLASSIFICATION QUESTIONNAIRE**

Criteria: A unit member must perform majority of the duties for majority of the time of the higher position they believe they are working in to be considered for reclassification. Any continuing out-of-class work must have prior written approval of Supervisor.

Name: \_\_\_\_\_

Position title:

Location: \_\_\_\_\_

Supervisor:

Assigned # hrs/days: \_\_\_\_\_

# Months worked/year:

Total length of time worked for District

Length of time in your current position

Work phone number

Position usually performing these out-of-class duty(ies):

List your out-of-class duties: \_\_\_\_\_

%time  
%time

%time

%time

%time

%time

%time

%time

Employee Signature \_\_\_\_\_

Date

Supervisor Signature \_\_\_\_\_

Date:

Agree \_\_\_\_\_ Disagree

If disagreement, what is disposition of purported out-of-class work?

FORWARD COMPLETED FORMS (WITH SIGNATURES) TO HUMAN RESOURCES



APPENDIX F  
Settlement Agreement