# Classified Employees of Mendocino Unified Schools (CEMUS)

## Collective Bargaining Agreement

**Effective School Year 2026-27**
**(Approved 8/27/26)**

# Table of Contents

**CEMUS Contract Effective School Year 2026-27**
**(8/27/26 Version)**


**Article 1 — Agreement ..... 1**

**Article 2 — Recognition ..... 2**

**Article 3 — Compensated Leaves ..... 3**
- 3.1 Definitions ..... 3
- 3.2 Sick Leave or Medical Appointments ..... 3
- 3.3 Bereavement Leave of Absence ..... 4
- 3.4 Personal Necessity Leave ..... 5
- 3.5 Industrial Accident & Illness Leave ..... 5
- 3.6 Legal Duty Leave ..... 6
- 3.7 Catastrophic Leave Bank ..... 6
- 3.8 Parental Leave for the Birth, Adoption, or Foster Care ..... 7
  Placement of a Child (2017)

**Article 4: Uncompensated Leaves of Absence ..... 9**
- 4.1 Definitions ..... 9
- 4.2 General Provision ..... 9
- 4.3 Association Leave ..... 9
- 4.4 Maternity / Paternity Leave of Absence ..... 10
- 4.5 Guidelines for Leave Requests ..... 10
- 4.6 Family Care Leave ..... 10

**Article 5 — Grievance ..... 11**
- 5.1 Definitions ..... 11
- 5.2 General Provisions ..... 11
- 5.3 Informal Procedures: Level 1 ..... 12
- 5.4 Formal Procedures: Level II ..... 12
- 5.5 Formal Procedures: Level III ..... 12
- 5.6 Grievance Hearing Panel: Level IV ..... 12

**Article 6 — Employee Evaluation Procedures ..... 14**

**Article 7 — Transfers ..... 15**
- 7.1 Definition ..... 15
- 7.2 Voluntary Transfer ..... 15
- 7.3 Involuntary Transfer ..... 15

**Article 8: Health and Welfare Benefits ..... 16**
- 8.1 Eligibility ..... 16
- 8.2 Medical Plan ..... 16
- 8.3 Life Insurance Plan ..... 16
- 8.4 Dental Plan ..... 16
- 8.5 Benefits After Termination ..... 17
- 8.6 Benefits While on Uncompensated Leave of Absence ..... 17
- 8.7 Benefits When Retired ..... 17
- 8.8 Part-Time Employees ..... 17
- 8.9 District Health/Dental Committee ..... 17

**Article 9 — Working Conditions.....18**
9.1 Vacation Time.....18
9.2 Overnight Weekend Trips, Emergency Coverage.....18
9.3 Aides' Assignments.....18
9.4 Courteous Treatment.....18
9.5 "Open Door" Committee.....19
9.6 Playground Supervision.....19
9.7 Lunch Supervision.....19
9.8 Site Stewards.....19
9.9 Right of Refusal.....19
9.10 Unpaid Duty Free Lunch.....19
9.11 Breaks.....19
9.12 Safety.....20
9.13 Mandatory Trainings.....20

**Article 10 — Complaints Concerning Employees.....21**
10.1 Receipt of Complaint.....21
10.2 Notice to Employee.....21
10.3 Representation.....21
10.4 Personnel File.....21

**Article 11 — Wages.....22**
Salary Settlement Language and Salary Schedule are in Appendix A
11.1 Temporary Assignment Pay.....22
11.2 Job Classifications and Descriptions.....22
11.3 Placement on Salary Schedule.....22
11.4 Advancement on Salary Schedule.....23
11.5 Overnight & Weekend Trips: Reimbursement/Compensation.....23
11.6 Differential Pay.....23
11.7 CEMUS/CTA/NEA Representation in Budget Process.....23
11.8 Longevity Increment.....23
11.9 Education Increment.....24
11.10 Employees Present for Community Use of Facilities.....24
11.11 Minimum Pay for Unscheduled Work.....24
11.12 Compensatory time.....24
11.13 Re-Classification.....25
11.14 Job Consolidation, Combination & Newly Created Positions.....25
11.15 Class Relationships.....26
11.16 Mendocino Community Network Access.....26
11.17 Layoffs.....26
11.18 Regulation of Bus Driver Hours.....26
11.19 Payroll Period.....27

**Article 12 — Staff Development and Professional Growth.....28**
12.1 Classified Staff Development Committee.....28
12.2 Teacher Development Program.....28

**Article 13: — Personnel Committee.....30**

**Article 14: — Retirement Incentive Plan.....31**

**Article 15: — Negotiations.....33**

**Article 16: — Association/District Rights.....34**

**Appendices .....35**

Appendix A –Compensation language ……..... 35
Appendix B – Classified Employee Absence Report ..... 39
Appendix C – Classes..... 40
Appendix D – Grievance Forms……...42
2026-27 Classified Salary Schedules….. ..... 43

## ARTICLE 1 — AGREEMENT

1.1. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Mendocino Unified School District ("Board") and the Classified Employees of Mendocino Unified Schools ("CEMUS/CTA/ NEA") and shall remain in effect from July 1, 2024 – June 30, 2027 with re-openers in school year 26/27, as specified in Article 15.3 of the current contract.

1.2. If any provision of this Agreement or any application thereof to any party is held by any court to be contrary to law, then such provisions or application will be deemed invalid to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect for the duration of the Agreement.

1.3. If the District receives a negative cost of living adjustment (COLA) which may threaten District programs and positions, negotiations will be reopened.

CLASSIFIED EMPLOYEES OF MENDOCINO UNIFIED SCHOOLS

By: _____ Date: 8/13/26
Bram Sluis

MENDOCINO UNIFIED SCHOOL DISTRICT Date: 8/13/26

By: _____
Jason Morse

## ARTICLE 2 — RECOGNITION

2.1. The Board recognizes CEMUS/CTA/NEA as the exclusive representative of all full-time and part-time regular classified employees. This recognition does not include those employees of the District who are designated as classified management.

2.2. "Regular" as used in the phrase "regular classified employee" or any similar phrase, refers to a classified employee who has probationary or permanent status.

2.3. The recognition extended by the Board is for the purposes of meeting and negotiating.

## ARTICLE 3 — COMPENSATED LEAVES

### 3.1 Definitions

3.1.1 "Immediate family" shall mean the spouse, domestic partner**,** mother, father, grandmother, grandfather, or grandchild of the employee or spouse of the employee, and the son, daughter, son-in-law, daughter-in-law, brother, brother-in-law**,** sister or sister-in-law of the employee or, any relative living in the immediate household of the employee, or any persons whom the employee can verify has filled one of the above roles.
"Maternity disability leave" shall mean leaves covered under Article 3.2 which includes a specified number of days charged to sick leave.
"Uncompensated Leave for maternity reasons" shall mean a leave of absence of up to one year.

### 3.2 Sick Leave or Medical Appointments

3.2.1. Leaves shall be granted to each classified employee of the Mendocino Unified School District, at the rate of one day for each month worked, for absence due to accident, illness, quarantine, medical appointments or physical disability connected with pregnancy, miscarriage, abortion, childbirth or recovery as verified by a physician.
3.2.1.1 Part-time employees shall be entitled to a prorated hourly portion of sick leave.
3.2.1.2 Accumulation of leave time is not limited.
3.2.2. Employee emergency medical appointments or medical appointments which cannot be scheduled outside the normal work day may be covered under sick leave.
3.2.3. The District may require a doctor's certification or other proof before allowing pay for absence due to illness, accident, quarantine, or medical appointment.
3.2.3.1 Upon probable cause, the District reserves the right to require verification of illness.
3.2.4. When directed by the Superintendent, an employee shall undergo a medical examination by a doctor mutually selected by the Superintendent and the employee, and the cost for such examination shall be borne by the District.
3.2.4.1 If a doctor cannot be mutually agreed upon by the Superintendent and the employee, the Superintendent will obtain the names of three doctors recommended by the County Medical Association. The employee must then select from this list of three doctors.
3.2.4.2 The employee shall authorize the doctor to release the results of the examination to the District.
3.2.4.3 In the event of a concerted work stoppage, the District may require an affidavit under penalty of perjury as to the reason for the absence and may request medical verification prior to payment.
3.2.5. When an employee's accumulated sick leave days have been exhausted and the illness, accident, or physical disablement, including pregnancy-related causes, requires continued absence from the job, as certified in writing by the employee's physician, the absent employee shall receive the difference in his/her daily salary and that paid to a substitute employee hired to fill his/her position during his/her absence for a period not to exceed a total of five months of any school year.
3.2.5.1 Step "1" of the substitute employee's classification will be used for this computation whether or not such substitute is actually employed. This differential pay privilege shall be non-accumulative.
3.2.5.2 The District Office will notify employees of pay differentials when applicable.

3.2.6. Any classified employee who has unused sick leave accumulated in another California school district at the time s/he is employed in the Mendocino Unified School District shall be credited in this District with the accumulated days.

3.2.6.1 The District Office accepts responsibility for notifying employees that accumulated sick leave in other California districts may be transferred to the District.

3.2.7. Permanent employees may draw in advance up to one year's allocation of unearned sick leave.

3.2.7.1 Probationary employees may draw up to six days in advance.

3.2.7.2 Should the employee resign or be terminated prior to earning any of these days, s/he shall repay the District.

3.2.8. In the case of absence due to illness or accident, employees shall notify their supervisor or designee as soon as possible.

3.2.8.1 If a substitute is required, the supervisor or designee shall be notified of intent to return to work no later than 3:00 p.m. on the day preceding the return. If such notification is not made, the supervisor will ask the substitute to report for work on the following day.

3.2.8.2 If, on the following day, both substitute and the regular classified employee report for duty, the regular classified employee shall be charged one more day of sick leave.

3.2.8.3 If the employee is absent on Friday, on the day before a holiday, or on the last day of any week, the substitute's service will be terminated without any notification from the regular classified employee.

3.2.8.4 Inability to return to work on the first day of the following week shall require the classified employee to report again to the supervisor his/her intended absence.

3.2.9. Illness Preceding Death. In the event of the death of an employee while s/he is absent because of illness, application for sick leave benefits may be made by his/her estate, heirs, or dependents by filing a properly executed certificate in the name of the estate, heirs, or dependents at any time within thirty days after death.

NOTE: Only that period of illness immediately prior to and including the day of death of an employee is claimable as a sick leave benefit by the estate.

**3.3 Bereavement Leave of Absence**

3.3.1. A regular, full-time employee will be granted a maximum of five days leave of absence, for the death of any member of his/her immediate family.

3.3.1.1 No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this article.

3.3.1.2 Part-time employees shall be granted this leave on a proportionate pro rata basis.

3.3.2. A five day bereavement leave may be granted for each death described even though more than one death occurs simultaneously.

3.3.3. If the employee requests, s/he shall be granted up to an additional six days of leave for any one death for bereavement purposes which shall be charged to his/her accumulated sick leave.

3.3.4. Request for bereavement leave shall be made to the District Office through the immediate supervisor.

**3.4 Personal Necessity Leave**

3.4.1 Up to 5 days annually of accumulated sick leave may be used for personal necessity for any purpose, except for activities for which the employee is being paid by a non-District source. An additional 5 days may be used for any purpose listed on the Classified Employee Absence Report form attached to the collective bargaining agreement as Appendix B.

**3.5 Industrial Accident & Illness Leaves**

3.5.1. The Governing Board shall provide regulations governing industrial and illness leaves of absence for classified employees. Such regulations shall include:

3.1.5.1 Allowable leave shall be for sixty days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.

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

3.1.5.3 Industrial accident or illness leave shall commence on the first day of absence.

3.1.5.4 When a classified employee is absent from his/her duties on account of an industrial accident or illness, s/he shall be paid not more than his/her full salary.

3.1.5.5 The phrase "full salary" as utilized in this subdivision shall be computed so that it shall not be less than the employee's "average weekly earnings."

3.1.5.6 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

3.1.5.7 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

3.5.2. Upon termination of the industrial accident/illness leave, the employee shall be entitled to the benefits provided in Article 4, of this contract.

3.5.2.1 His/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave.

3.5.2.2 If the employee continues to receive temporary disability indemnity, s/he may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

3.5.3. The Board may, by rule or regulation, provide for such additional leave of absence for industrial accident or illness as it deems appropriate.

3.5.4. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness.

3.5.4.1 The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

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

3.5.6. The benefits provided in this section are in addition to sick leave benefits.

3.5.6.1 Accordingly, the Board shall not deduct accumulated sick leave from the sick leave allotment of an employee who is absent as a result of an industrial accident or illness

**3.6 Legal Duty Leave**

3.6.1 Any classified employee may be absent from duty to serve as juror or court witness under official order without loss of pay. Fees paid the employee for such services, exclusive of allowed travel expense, shall be payable to the District.

**3.7 Catastrophic Leave Bank**

3.7.1 All non-probationary classified staff (hereafter referred to in this section as a "member"), who suffer a catastrophic injury/ illness shall become eligible to use this catastrophic sick leave plan ("Bank") subject to the conditions outlined as follows:

3.7.1.1 For purposes of this section, "catastrophic injury/illness" shall mean an illness or injury that is expected to incapacitate the employee for more than 10 work days, or that incapacitates a member of the employee's immediate family (as defined in Section 4.1 of this contract) which incapacity requires the employee to take time off from work for more than 10 work days to care for that family member, and taking that time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

3.7.1.2 The member to receive donated sick leave must have exhausted all fully paid leave.

3.7.1.3 A member who has exhausted sick leave but still has a differential leave available is eligible for a withdrawal from the Bank. Use of the Bank is allowable only as a supplement to such differential leave. The District shall pay the member their regular pay and the Bank shall be charged with the appropriate fraction of a day to cover the cost of a substitute.

3.7.1.4 The member must be a permanent non-probationary employee of the district. A permanent non-probationary employee is defined as an employee who has completed a full year of service to the district and is in good standing (passed all evaluations) (BP 4216)

3.7.1.5 The use of this Bank shall only be available to those eligible bargaining unit members who have made a donation of one (1) day to the bank prior to their request with the commitment to donating one (1) day per year for five (5) years ( a total of five (5) days). The total five (5) days may be donated at any time in the first 5 years. For the purposes of this article only, "days" shall be defined as each individual employee's regular contract hours at the time of donation to or withdrawal from, the Bank. Days shall be contributed to and withdrawn from the Bank without regard to the hourly rate of pay of the Bank participant.

3.7.2 Donations to the Bank are irrevocable. The member shall file an irrevocable "Classified Catastrophic Leave Bank Deposit Form" with the District office. A donation of a sick leave day to the Bank shall be a general donation from prior years' accumulated sick leave and shall not be donated to a specific member for his/her exclusive use.

3.7.3 There is no limit to the number of accumulated sick leave days a member may donate to the Bank.

3.7.4 Members may join the Bank and designate number of days of donation during an open enrollment period from October 1 to October 31.

3.7.5 Any members who has exhausted their personal accumulated sick leave prior to the annual open enrollment period and therefore does not have any accumulated days to contribute, may apply to the Catastrophic Leave Bank Committee for a one time only waiver of the required minimum contribution to maintain membership.

3.7.6 The District will notify the Association, on request, of the balance available and the number of days used by eligible members. Should the Bank drop below 40 days, the Association will be allowed to solicit donations of days from bargaining members outside of the usual open enrollment period to replenish the bank.

3.7.7 Leave from the Bank may not be used for illness or disability that qualify the unit member for Workers' Compensation benefits unless he/she has exhausted all Workers' Compensation leave and his/her own fully paid leave.
3.7.8 When the member is eligible for disability retirement under PERS or, if applicable, Social Security, the member will no longer have access to the Catastrophic Leave Bank payments.
3.7.9 The Bank shall be administered by a three (3) member Catastrophic Leave Bank Committee appointed by CEMUS.
3.7.10 A member wishing to use this Bank shall submit a "Classified Catastrophic Leave Bank Request for Withdrawal Form" to the Catastrophic Leave Bank Committee. The request shall clearly state the details of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request.
3.7.11 The maximum number of days allowed to be utilized by a member for a single catastrophic injury/illness shall be thirty (30) days.
3.7.12 Any rejection of a request may be appealed de novo to the CEMUS Executive Board for final action and decision.

**Article 3.8 Leave for Parents for the Birth, Adoption, or Foster Care Placement of a Child**

3.8.1 Parental Leave is a leave taken for either the:
- Birth of an employee's child
- Adoption of child by employee or placement of foster child with the employee

3.8.2 Term of Leave: Maximum of 12-workweeks. Compensation is subject to employee's sick leave balance and eligibility for California Family Rights Act Leave (CFRA)

3.8.2 Parental Leave Eligibility Criteria: Must have worked with the District for at least 12-months. There are no minimum service hours required.

3.8.3 Applicable Rate of Pay during Parental Leave:
(a) Full Pay for up to 12-workweeks if the employee has available sick leave (current year and accumulated sick leave
(b) Partial Pay at the differential pay rate at no less than 50% of the employee's salary; after exhaustion of all available sick leave for the remainder of employee's 12 workweek period if the employee is eligible for CFRA.

3.8.4 Parents with the Same Employer:
(a) Under CFRA parents with the same employer have a combined total of 12 workweeks within a 12-month period. Unmarried parents are not restricted to a combined total of 12-workweeks

3.8.3 Parental Leave Rights, Limits, and Relationship to Other Leaves
(a) Parental Leave taken pursuant to the Education Code runs concurrently with CFRA Leave
(b) The aggregate amount of Parental Leave under the Education Code and CFRA is limited to 12-workweeks in a 12-month period.
(c) The employee does not have to provide a minimum of 1,250 service to qualify for Parental Leave under the Education Code.
(d) An eligible employee may elect to take unpaid leave and reserve his/her sick leave for later use, however:

The employee would not be entitled to partial pay under the Ed Code Parental Leave because partial pay eligibility is conditioned upon exhaustion of all sick leave and his/her entitlement to CFRA Leave would be reduced by the period of leave.

A timeline follows:

**Parental Leave under Ed Code**

12-Workweek Maximum is equal to Sick Leave plus Differential Pay if eligible for CFRA

|----------|

Sick Leave + Vacation + Paid Time Off

|----------|

+----------|

Full pay with benefits to extent employee has sick leave for up to 12-workweeks

+ Differential Pay** for the remainder of 12-workweeks **if employee qualifies for CFRA Leave**

----------|

+ The employee **may elect** to use vacation and other PTO for the otherwise unpaid portion (50%) of CFRA

**Differential Pay is the employee's salary less the salary that is actually paid, or if no substitute is hired, the amount that would have been paid to a substitute. If the actual differential rate is lower than 50%, the employee must be paid no less than 50% of his/her regular rate.

3.8.6 Parental Leave and CFRA "Baby Bonding Leave" run concurrently for a maximum of 12 workweeks in any 12 month period.

## ARTICLE 4 — UNCOMPENSATED LEAVES OF ABSENCE

### 4.1 Definitions

4.1.1 "Immediate family" shall be as defined in Article 3 Section 1 of this contract.

4.1.2 "Maternity disability leave or paternity leave" shall mean leaves covered under Article 3.2 which includes a specified number of days charged to sick leave.

4.1.3 "Uncompensated Leave for maternity or paternity reasons" shall mean a leave of absence of up to one year

### 4.2 General Provisions

4.2.1. At the discretion of the Board, a limited number of uncompensated leaves of absence may be granted, provided that such leave does not inconvenience the District, as determined by the Governing Board.

4.2.2. Such leave shall be requested in writing by **February 15**, to the Superintendent, except in the case of uncompensated leave for maternity or paternity, and will be considered for up to a maximum of one full school year. In unusual or emergency situations, a request may be considered for up to the remainder of the school year.

4.2.3. Action on the leave request shall take place on or before **May 15.**

4.2.4. Sick leave and employee benefits will not be granted for periods of uncompensated leaves of absence.

4.2.4.1 Any classified employee may continue at his/her own expense any or all benefit plans during his/her leave.

4.2.5. On or before **March 15** of the year in which an employee is on uncompensated leave of absence, a letter shall be submitted to the District Superintendent indicating the employee's intention to the District for the following school year.

4.2.5.1 Failure to declare his/her intention by that date shall be handled as a job abandonment, effective June 30th of that year.

4.2.5.2 If an employee has submitted a letter of intention to return from leave and subsequently changes his/her mind, said employee is encouraged to notify the District by **June 30.**

4.2.6 Upon returning to the District, an employee's assignment will reflect as closely as possible the compensation and responsibilities of the original position.

### 4.3 Association Leave

4.3.1. Leave shall be granted to representatives of the Association at the rate of no more than a total of ten days per school year, said days to be utilized for local, state, or national conferences or for conducting other business pertinent to Association affairs.

4.3.1.1 This provision does not refer to at-the-table negotiating.

4.3.2. The Association shall reimburse the District at a substitute's daily salary on which a substitute is hired for each day utilized under this provision.

4.3.2.1 Such substitute may be hired while the regular employee is on duty in order to make more efficient use of substitute time in "catching up" on accumulated work.

4.3.3. The District is willing to provide for substitute time for at-the-table negotiations for CEMUS/ CTA/NEA employees. Such time may be accumulated and utilized on future prearranged occasions. This may be hour-per-hour, if necessary.

4.3.3.1 If a negotiation session is held outside of an employee's regular duty hours, the employee will be compensated at their appropriate hourly rate.

**4.4 Maternity Leave of Absence**

4.4.1. The Board, upon written request of an employee, shall grant up to one year uncompensated leave for maternity.

4.4.2. Written requests for uncompensated maternity leave are encouraged within sixty days of the diagnosis of pregnancy.

**4.5 Guidelines for Leave Requests**

4.5.1. An employee shall have three years of service with the District.

4.5.2. An employee shall have received satisfactory evaluations during his/her period of service.

4.5.3. In the case of denial of the leave, a written explanation will be provided to the applicant detailing the reason for the denial.

4.5.4. In the event that the employee is dissatisfied with the denial, he/she may appeal this decision to the Board.

4.5.5. Uncompensated maternity/paternity leaves will fall under the above guidelines.

**4.6 Family Care Leave**

4.6.1. Any employee who has at least 12 months of service with the district, and who has at least 1250 hours of service with the district during the previous 12 month period prior to commencement of the leave, shall be eligible to take unpaid family care leave as outlined in Board Policy and Administrative Regulation 4161.8.

## ARTICLE 5 — GRIEVANCE

### 5.1 Definitions

5.1.1. Grievance: Any alleged violation of this Agreement which is known or should have been known to the employee.

5.1.2. Grievant: A District employee in the unit covered by this Agreement who is filing a grievance, or the Association when the alleged contract violation applies exclusively to the Association.

5.1.3. District Employee: A full-time or part-time classified person as defined in Article 2, Section 1.

5.1.4. Conferee: A person, not a party to a grievance, who is asked by either party to serve as the party's advisor.

5.1.5. Supervisor: The supervisor having immediate jurisdiction over the employee who is filing the grievance.

5.1.6. Grievance Hearing Panel: A three-person group responsible for reviewing appeals of grievance decisions.

The panel shall be composed of one individual selected by the Superintendent, one individual selected by the Association (neither of whom are parties-in-interest), and a third person appointed by the initial two members of the panel.

If no agreement can be reached, the American Arbitration Association shall be requested to supply a third person.

The third person shall serve as chairperson of the panel.

The decision of the panel shall be final and binding on all parties.

5.1.7. Day: Any day in which the District employee grievant is performing work for the District

### 5.2 General Provisions

5.2.1. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

5.2.2 The time limits may be extended only by mutual written agreement of the Superintendent and the President of the Association.

5.2.3. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the limits set forth herein may be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

5.2.4 Each level of this procedure which contains a five (5) day limitation to respond to or advance the grievance to the next level will be allowed a grace period of an additional five days to respond or advance the grievance. It is the intent of the parties that every effort should be made to respond or advance the grievance within the five (5) day limit.

5.2.5. Forms for processing grievances will be prepared by the Superintendent. The forms will be printed by the Board and given appropriate distribution so as to facilitate operation of the grievance procedure.

5.2.6. Parties to the Agreement shall not make public statements concerning the grievance prior to final resolution.

**5.3 Informal procedures: Level I**

5.3.1. Before filing a formal grievance, the employee shall attempt to resolve the problem by conference with his/her immediate supervisor.

5.3.2. The employee shall, within twenty days after the employee knew or reasonably should have known of the occurrence of the act or omission giving rise to the grievance, request an informal conference to resolve the grievance.

5.3.3. If the grievance is not resolved at the informal conference, the grievant may declare that the grievance exists.

5.3.4. If the grievance is resolved at the informal conference, the grievant will receive written confirmation within 3 days.

**5.4 Formal Procedures: Level II**

5.4.1. Within ten days of the informal conference if the grievance was not resolved at that level, the grievant must present his/her grievance, in writing on the appropriate District form, which should include the contract section allegedly violated and a statement of the resolution sought. The grievant shall meet with the supervisor and present the grievance.

5.4.2. The supervisor, after meeting with the grievant, shall communicate his/her decision in writing on the appropriate District form within five days after receiving the grievance.

5.4.3. Before the grievance is resolved at this level, the Association must be notified within five days and given an opportunity to respond.

**5.5 Formal Procedures: Level III**

5.5.1. In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing on the appropriate District form to the Superintendent. The appeal must be submitted within five days of receipt of the decision at Level II.

5.5.2. The Superintendent shall communicate his/her decision in writing within five days after receiving the appeal.

5.5.3. In the event the grievant is not satisfied with the decision of the Superintendent at Level III, or if no decision has been rendered, s/he may within five days after receiving the Superintendent's response appeal to the Grievance Hearing Panel.

**5.6 Grievance Hearing Panel: Level IV**

5.6.1. If the grievant wishes to appeal the decision of the Superintendent to the Grievance Hearing Panel, s/he shall file his/her request in writing on the appropriate District form with the Superintendent within five days of receipt of the Superintendent's response, with a copy to the Association.

5.6.2. Upon verification of the Association, the impaneling of the Grievance Hearing Panel may begin.

5.6.3. The panel's hearing shall provide for written and/or oral testimony to be submitted by any person having pertinent information. Documents which the grievant submits to the panel shall include those previously filed.

5.6.4. All costs for the service of the third person/chairperson member of the panel, including but not limited to per diem expenses, his/her travel and subsistence expenses, and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

5.6.5. The panel shall consider only those issues which have been properly carried through all prior steps of the grievance procedure.

5.6.6. The panel shall hold a hearing to determine whether or not there is a grievance, as defined in Section 1.

5.6.6.1 If the panel determines that there is no valid grievance, the matter shall thereby be resolved and all parties-in-interest shall be so notified in writing.

5.5.6.2 If the panel determines that there is, in fact, a grievance, it shall proceed as hereafter prescribed.

5.6.7. The jurisdiction of the panel shall be confined to a determination of the facts as they relate to the grievance.

5.6.8. The panel shall render a decision within fifteen days after the closing of the hearing. The decision shall be reduced to writing, recommending such remedies as it considers to be proper, and transmitted to the parties-in-interest. The recommendations from the hearing panel shall be the responsibility of the chairperson.

5.6.9. The decision of the panel shall be final.

## ARTICLE 6— EVALUATION PROCEDURE

All regular, non-certificated employees shall be evaluated by their supervisor or department head in accordance with the following schedule:

6.1. Probationary Employees — at the end of three months and five months of service. (Use Third Month [Form EB 4215] and Fifth Month [Form EC 4215] Evaluation Reports.)

6.2. Permanent Employees — at least once a year, in the spring. (Use Annual Evaluation Report [Form EA 4215].)

6.3. Unless a significant change in performance occurs between the fifth month evaluation and June 1, an annual evaluation will not be necessary for first-year employees.

6.4. For probationary employees, the supervisor or department head shall certify that three-month and five-month conferences have been held.

6.5. The supervisor shall prepare the Evaluation Report and discuss each entry with the employee. Where "Below Work Standards" is checked, specific recommendations for improvement shall be made.

6.6. A minimum of one-half hour release time shall be provided for each employee's first three-month evaluation conference.

6.7. The Evaluation Report shall be signed by the employee and s/he shall be given a signed copy.

6.8. The Evaluation Report shall be filed in the employee's personnel file.

6.9 Each site will be provided with a list of evaluation due dates by the District Office for all new employees.

## ARTICLE 7— TRANSFERS

### 7.1 Definitions

7.1.1. Transfer: A change from one District position to another District position.
7.1.2. Transfer of Assignment: Any change in assignment, including a change in the teacher/aide team.

### 7.2 Voluntary Transfers

7.2.1. A list of vacancies shall be posted in each school as they occur. The list shall contain a closing date for submitting a request for transfer. No transfer to fill the vacancy shall be made until after the closing date of said notice.
7.2.1.1 Any employee who wishes to have vacancy notices sent to him/her may leave stamped, self-addressed envelopes with the District Office.
7.2.1.2 Qualified applicants who are currently District employees will be given a priority for new job openings. No otherwise qualified applicant shall be denied a position solely because the position will qualify them for benefits.
7.2.2. A permanent classified employee may submit formal written request for transfer at any time with the knowledge but not necessarily the consent of his/her immediate supervisor. The transfer would be for the following year or as a vacancy occurs.
7.2.3. Positions which are held by permanent classified employees on compensated or uncompensated leave are not considered available to transfer into. For example, if an Instructional Assistant is on extended sick leave, that Instructional Assistant position will be filled by a substitute, it will not be filled by transfer.
7.2.4. The District desires to fill every position with the best qualified applicant. To this end, the District will give first consideration to any/all current, active employees of the district. Consideration of in-house applicants will be given prior to consideration of external applicants. In all cases, the best qualified applicant in the judgment of the District shall be selected.
7.2.5. Transfers shall not be denied capriciously or without basis in fact.
7.2.6. If a transfer is denied, the employee, upon request, will be given a written rationale for the denial. The employee who is denied a transfer and/or his/her representative may request and will be granted a meeting with the Superintendent to discuss the issue.

### 7.3 Involuntary Transfers

7.3.1. Notice of intention to assign an involuntary transfer shall be given to a Classified employee as soon as reasonably possible.
7.3.2. Involuntary transfers shall be based upon length of service, performance with the District, and other reasons which the employer judges to be consistent with the best interests of the employee and the District.
7.3.3. Involuntary transfers shall take place only after a meeting between the classified employee and his/her immediate supervisor. At that meeting, the employee shall be notified of the reason for the transfer. If a second meeting is requested by the employee, the employee and/or his/her representative may be present.

## ARTICLE 8 — HEALTH AND WELFARE BENEFITS

### 8.1 Eligibility

8.1.1 Classified employees, employed for 20 hours/week or more, as recognized in Article II, Section 1, receive dental, vision, and life insurance plans within sixty days of employment if they are employed on a regular contract.

### 8.2 Medical Plan

8.2.1 The medical insurance policy will be implemented based upon specifications set forth in the insurance provider's summary of benefits booklet. The plan will operate as set forth by the provider.
8.2.2 A Section 125 plan (flexible spending) will be made available to employees by the District.
8.2.3 The medical insurance provider will not be changed except by agreement of both parties.
8.2.4 Two district employees who are domestic partners and/or married, after providing necessary documentation, will be charged as determined by the medical insurance provider.
8.2.5 If an employee's medical plan costs less than the capped medical benefit, the difference will be given to the employee, except in the case of employees who are domestic partners or married, who receive a reduction in expense due to the medical provider's guidelines.
8.2.6 In the case the district offers an opt out plan, the difference between the district contribution and the cost of the opt out plan will be given to the employee, except in the case of employees who are domestic partners or married who elect to receive a reduction in expense due to the medical provider's guidelines.

### 8.3 Life Insurance

8.3.1 The Board agrees to a continuation of the life insurance plan as it is presently constituted.

### 8.4 Dental Plan

8.4.1. The Board agrees to the continuation of dental benefits as they are presently constituted.
8.4.2. The Board will establish a Dental Plan Fund separate from the health plan.
8.4.3. Dental bills or receipts will be submitted to the Arrow Benefits Group.
8.4.4. Participants who are currently enrolled in the plan will remain at their current percentage of coverage of dental bills up to a maximum of $1,000 per year per family member based upon the specifications set forth above.
8.4.5. Participants who enroll in the plan(s) after the date of contract ratification will receive percentage coverage according to the following schedule:

| | |
|---|---|
| 1st year | 70% |
| 2nd year | 80% |
| 3rd year | 90% |
| 4th year | 100% |

8.4.5.1 Children of current employees at age three will be enrolled for the first time at the rate of the employee.

8.4.6. An annual dental examination is required of all participants in the program. Failure of an employee to complete an annual examination within the fiscal year indicated shall lower the coverage by ten percentage points for up to three consecutive years. An employee may "earn back" lost coverage at the rate of ten percent per year by completing annual examinations. Children under the age of three shall be exempt from this requirement.

8.4.7. No "side fund" will be established for dental plan payments.

8.4.8. If, for any reason, the self-funding plan is discontinued, the District will guarantee each employee the same level of coverage s/he had at the time of discontinuance of the plan.

8.4.9. Employees hired after January 1 will be subject to a $500 limitation for the remainder of the year.

**8.5 Benefits after Termination**

8.5.1. For the duration of the Agreement, should an employee's employment terminate during the school year, s/he shall be entitled to continue the coverage under the available health, dental, vision and life insurance plans for a period not to exceed eighteen months. Such employee shall pay the premium for the continued coverage on a month-to-month basis for this eighteen month period.

**8.6 Benefits While on Uncompensated Leaves of Absence**

8.6.1 Employees on Board-approved leaves of absence without pay shall have the option to continue to receive employee benefit coverage for the period of the leave upon a month-to-month or quarterly reimbursement by the employee to the District at the group rate. The District will make no contribution towards employee health, dental, vision or life insurance programs for employees on Board-approved leaves of absence without pay.

**8.7 Benefits When Retired**

8.7.1. Retired District employees may continue membership in any of the District's group medical and related fringe benefit plans at the retiree's expense. Payment shall be made to the District monthly, quarterly, or annually. All requests for continued coverage shall be submitted in writing thirty days prior to the end of the fiscal year.

**8.8 Part-Time Employee Benefits**

8.8.1 Part-time employees who are employed between 20 and 30 hours per week will receive dental, vision, and life insurance coverage from the District.

8.8.2 Part time employees who are employed 30 hours or more per week will receive full benefits as outlined in this article.

8.8.3 Classified employees who were eligible for proportional benefits as of March 14th 2002 will retain that eligibility.

8.8.4 Classified employees who were eligible for full benefits as of March 14, 2002 will retain that eligibility unless their positions are reduced to 20 hour a week or less.

8.8.5 All regularly assigned hours worked for the District shall count toward eligibility for benefits.

8.8.6 If the cost of the fringe exceeds the proportionate share, the employee shall reimburse any remaining difference.

**8.9 District Health/Dental Committee**

8.9.1 Problems which arise from any of these insurance plans will be submitted to the District Health/Dental Committee.

## ARTICLE 9 — WORKING CONDITIONS

### 9.1 Vacation Time

9.1.1 Vacation time is earned at the rate of one day per month for each month of service. The vacation schedule will be:

1-5 years service —10 month = 10 days
11 month = 11 days
12 month = 12 days
6-10 years service —10 month = 12.5 days
11 month = 13.75
12 month = 15 days
11-15 years service —10 month = 15 days
11 month = 16.5 days
12 month = 18 days

9.1.2 Effective 7/1/07 the parties agree that for purposes of vacation and sick leave accrual, a 10 month position has from 180 to 199 actual work days; and 11 month position has from 200 to 219 actual work days; and a 12 month position has 220 actual work days or more. Actual work days do not include holidays and vacation days.

### 9.2 Overnight Weekend Trips, Emergency Coverage, and District Business

9.2.1. In cases of overnight, and weekend trips, bus drivers must have sleeping quarters separate from students to ensure safety in the next day's driving performance.

9.2.2 Classified employees who are called in for "emergencies" will be paid $50.00 for such calls or their actual wage at time and a half, whichever is more. Any staff that is required to be on call and available shall be paid @ $2.00/hour for on call time.

9.2.3 Any employee required to travel on district business will be reimbursed for mileage at the IRS rate and compensated for their regular rate of pay for reasonable and necessary travel time.

### 9.3 Aides' Assignments

9.3.1 When returning or continuing aides are assigned to teachers, the aides shall be notified of their assignments no later than two days before the beginning of the assignments.
Whenever possible, a new aide will be notified of his/her assignment no later than two days before the contract begins.

### 9.4 Courteous Treatment

9.4.1 An employee has the right to expect (even in disciplinary situations) to be treated in a courteous and un-intimidating manner by supervisors and/or administrators.

**9.5 "Open Door" Committee**

9.5.1. An "Open Door" committee is available for classified employees to meet with the Superintendent and two CEMUS/CTA/NEA members to discuss any particular problem the employee may have which s/he does not want to carry through the grievance procedure or which is not a contract violation.

**9.6 Playground Supervision**

9.6.1. There shall be no fewer than two adults supervising on the playground during regularly scheduled recesses (breaks at K-8 school and High School not included).

**9.7 Lunch Supervision**

9.7.1 There shall be no fewer than two adults supervising in the K-8 School Cafeteria during the first 15 minutes of the lunch period.

**9.8 Site Stewards**

9.8.1. It is permissible for CEMUS/CTA/NEA to establish a system of site stewards to provide classified employees an informal counseling and problem-solving process and to improve morale and communications in the District.

**9.9 Right of Refusal**

9.9.1 Any employee shall have the right of refusal, and cannot be forced to come in during off hours, except in case of extreme emergency.

**9.10 Unpaid Duty Free Lunch**

9.10.1 All full-time employees shall have the option to take either a 30-minute or a 45-minute unpaid duty free lunch period. This must be agreed to and worked out with the employee's direct supervisor. California law requires that a one-half hour unpaid meal period be provided for every five-hour work period, unless six hours of work will complete the day's work and the employee voluntarily elects to forego the meal period.

**9.11 Breaks**

9.11.1 Every employee who works between three and one-half and less than six hours per day should have a fifteen-minute rest period or portion thereof. Employees who work between six and ten hours per day should have two fifteen-minute breaks.

**9.12 Safety**

9.12.1 The District shall conform to and comply with all health, safety, and sanitation requirements imposed by local, state, or federal law or regulations adopted under local state or federal law.

9.12.2 No classified employee shall be in any way discriminated against as a result of reporting any condition believed to be detrimental to the health and safety of any classified employee.

9.12.3 Classified employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being.

9.12.4 Upon notification, the District shall eliminate or correct any unsafe, unhealthy, or hazardous condition.

9.12.5 The District agrees to furnish safety equipment, clothing, and devices required for health and safety reasons and to maintain a safe and healthy environment for classified employees and to comply with all local, state, and federal statutes regarding such safety and health matters.

9.12.6 The District shall provide training appropriate to the carrying out of their job duties, in order to ensure the safety of classified employees and others.

9.12.7 Classified employees shall be entitled to exercise reasonable force to restrain and/or subdue students to prevent them from injuring themselves or others.

9.12.8 The District shall provide appropriate training for classified employees on conflict intervention.

**9.13 Mandatory Trainings.**

9.13.1 Provided that the site supervisor provides time during the regular workday, employees must complete mandatory training during this timeframe. If the employee chooses not to use the time available during the workday to complete the trainings, the employee will need to complete the training on their own time and will not receive pay to do so. If the site supervisor does not provide time during the regular workday to complete the trainings, the employee will receive pay in order to complete the trainings on their own time.

## ARTICLE 10— COMPLAINTS CONCERNING EMPLOYEES

### 10.1 Receipt of Complaint

10.1.1. A parent or guardian of a pupil, or any person who makes a complaint to the District concerning an employee, shall be encouraged to meet with that employee. The site administrator will make this complaint known to the employee within one working day, and the name of the complainant shall be known to the employee.

10.1.2. If a meeting between the employee and the complainant is not feasible, the employee will meet with the site administrator to develop a plan to meet with the complainant.

10.1.3. If no plan can be developed, the complainant will meet with the site administrator, and the complaint will be put in writing by the complainant. A copy of the complaint is given to the employee who may respond in writing.

10.1.4. If the complaint is not resolved at the site administrator level, the complainant or the employee may go to the District Superintendent and repeat the procedure.

10.1.5. Any Board member or District staff member receiving a complaint will refer the complainant directly to the appropriate site administrator.

10.1.6. If the site administrator and/or the Superintendent supports the complaint and the employee believes the complaint is false, a grievance may be initiated to determine the validity of such complaint.

### 10.2 Notice to Employee

10.2.1. Unless the charge is of a criminal nature, the employee shall be informed by the responsible administrator within one working day. The employee shall be given a copy of the writing prepared pursuant to Section 1.3 within one working day of its preparation.

10.2.2. If the nature of the charge is of a criminal nature which suggests that there should be some preliminary investigation before informing the employee, such investigation shall be done as quickly as possible.

10.2.3. If the nature of the charges is such that they warrant referral to an outside agency for investigation and consideration of criminal action, then any of the foregoing steps shall be waived or deferred upon request of the agency investigating for criminal prosecution.

### 10.3 Representation

10.3.1 At any conference, in this process conducted by the employing agency, the employee, upon request, is entitled to be represented by someone of his/her choosing.

### 10.4 Personnel File

If the foregoing steps do not affect a resolution of the complaint, then any documentation of the complaint shall be placed in the employee's personnel file after the employee has been given an opportunity to prepare and have attached a written rebuttal. If the complaint is withdrawn or shown to be false, or the above procedure is not followed, no written record will be placed in the employee's personnel file, or be maintained anywhere in the District or utilized in any evaluation or disciplinary action against the employee.

## ARTICLE 11 — WAGES

**SEE SPECIFIC LANGUAGE REGARDING SALARY SCHEDULE IN APPENDIX A**

### 11.1 Temporary Assignment Pay

11.1.1. When requested to temporarily fill a position which has a higher range or compensation than the employee's regular job classification range, or when temporarily assigned a substantial portion of the duties of such position, an employee shall be compensated in the following manner:
1) The first step of the range to which the employee is being temporarily assigned shall be the rate of pay, OR
2) Five percent (5%) increase in the hourly rate of pay shall be paid, whichever is greater.

### 11.2 Job Classification and Descriptions

11.2.1 Classified employees shall not be required to perform duties which are not fixed and prescribed for the position, unless the duties reasonably relate to their job description, for any period of time which exceeds five working days within a 15-calendar-day period except as follows (as authorized in Education Code 45110):

11.2.2. An employee may be required to perform duties inconsistent with those assigned to the position for a period of more than five working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

11.2.3 The District shall maintain and have readily available written job descriptions of all classified positions in the district and shall provide the Association with copies of current job descriptions on request. Any changes of job descriptions for existing employees will be bargained with the Association.

### 11.3 Placement on Salary Schedule

11.3.1 When a person is hired in a regular probationary position, the employee shall be placed on the schedule within the first through third steps of the applicable range. In the event that the District intends to place the employee on a higher step, the District shall first consult with CEMUS.

11.3.1.1 If the person is already an employee of the District and the new position is not a promotion, the employee shall be placed on the step closest to their current highest salary not to exceed step 3 of the appropriate range for the new position.

11.3.2. If an employee is promoted to a position having a higher salary range, he/she shall receive a salary increase by being placed in the appropriate range and on whatever step constitutes no less than a 2% increase over his hourly rate of pay prior to the promotion. Promotion means a change in employment from one position in a specific class of positions to a higher position within the same class of positions (see appendix C).

11.3.3 If an employee voluntarily terminates their employment within the district, but returns as an employee to the same position within 14 months, they will be placed on the step they were previously on, or at the next step if they completed their last contract. This provision also applies to seniority.

**11.4 Advancement on Salary Schedule**

11.4.1. For purposes of annual increments, regular employees serving for one year will be credited with one year's service.

11.4.1.1 A classified employee who is hired before **March 1** of any year shall receive a step increase at the beginning of the following school year.

11.4.1.2 A classified employee who is hired after March 1 shall remain on Step 1 for the next succeeding school year.

11.4.2 Length of service shall be determined by the date of hire.

11.4.3 If an employee must move involuntarily to a lower range, it shall be the District's responsibility to inform the employee if s/he will receive less pay than previously and of all other available options.

**11.5 Overnight and Weekend Trips: Reimbursement/Compensation**

11.5.1. Bus drivers will be reimbursed for meals and lodging in amounts based on per diem rates established by Board policy for overnight and weekend trips. Receipts for meals and lodging must be provided before reimbursement is made.

11.5.1.1 Bus drivers will be paid a maximum of eight hours per day on overnight and weekend trips.

11.5.1.2 Where additional driving time is required, the driver and the supervisor may request additional compensation.

11.5.1.3 Bus drivers will be paid on a portal-to-portal basis for extended day trips. No reimbursement will be provided for meals.

**11.6 Differential Pay**

11.6.1. Differential pay in the amount of $0.50 per hour shall be paid to employees who are assigned to a regular eight hour shift which extends past 6 o'clock p.m. This provision excludes recess days, vacation days, and holidays.

11.6.1.1 Persons substituting on aforementioned shifts on a day-to-day basis shall be paid at the regular substitute rate.

11.6.1.2 Persons substituting on aforementioned shifts after ten consecutive days will receive differential pay.

11.6.2. Regular classified employees whose scheduled hours of work change by 50% or more from one day to the next will be paid a 5%/hour differential. The differential will be paid for the total number of hours of the affected employee.

**11.7 CEMUS/CTA/NEA Representation in the Budget Process**

11.7.1. The CEMUS/CTA/NEA Organization will be represented in the budget process for the life of this agreement.

**11.8 Longevity Increment**

11.8.1 Effective, July 1, 2022, the Classified Hourly salary schedules were reworked to include the longevity increment in the salary schedule. Therefore, the 4% longevity increment of years past has been discontinued.

**11.9 Educational Increment**

11.9.1. An employee may earn up to two professional development increments in the form of a 4% salary adjustment for each 110 hours of approved professional development work as outlined in Admin Regulation (AR) 4231.1.below:

11.9.1.1 Classified employees may earn an educational increment in the form of a 4% salary adjustment for the first 110 hours of approved professional development work as outlined in AR 4231.1

11.9.1.2 Classified employees may earn a second educational increment in the form of a 4% salary adjustment after completion of an additional 110 hours of professional development work as outlined in AR 4231.1.

11.9.2 An employee may advance one professional development increment and one longevity increment in the same year.

11.9.3 Upon employment, the district may authorize a Professional Development salary step increment increase provided the new employee provides appropriate documentation. The District shall notify CEMUS if a new employee qualifies for the increase.

**11.10 Employees Present for Community Use of Facilities**

11.10.1. A minimum of one hour pay plus mileage will be given for classified employees asked to come in for security reasons relating to community use of facilities.

**11.11 Minimum Pay for Unscheduled Work**

11.11.1 Any employee called in to work on a day when the employee is not previously scheduled to work, or called back to a work site after that employee has left for the day, shall receive a minimum of two (2) hours pay at the appropriate rate of pay.

**11.12 Compensatory Time**

11.12.1. Employees shall obtain advance permission from their supervisors before working any time over that provided in their worksheets.

11.12.2. Such time shall be reimbursed at the appropriate rate, or may be credited as compensatory time, also at the appropriate rate (e.g. if the time is more than 8 hours in one day or more than 40 hours in one week, or is worked on a Saturday or Sunday, the pay will be at the rate of time and one half, or the compensatory time off will be credited at the rate of time and one half). Such earned compensatory time shall be granted the employee within the school year that it was earned.

11.12.3. Any compensatory time not used by the employee within the school year must be paid to that employee.

11.12.4. This provision will be effective for the school term beginning July 1, 2007.

11.12.5 Employees shall report compensatory time accrued each month to his/her immediate supervisor on the form provided. These forms shall be turned in monthly to the District Office.

## 11.13 Re-Classification

11.13.1 Reclassification Requests –

11.13.1.1 Definition of reclassification - Where as a result of the increase in the complexity of the duties being performed by an employee, and where the change in duties is of a permanent nature, the employee may submit a written request to have his/her classification reviewed.

11.13.1.2 The district may also have the opportunity to submit an application for reclassification for review.

11.13.1.3 The committee shall meet semi -annually in October and April, or less often if there is not a need, to review the requests.

11.13.2 Classification Committee

11.13.2.1 A Classification Committee shall be established which shall include one member appointed
by the District, one member appointed by the bargaining unit, and one member mutually agreed upon by both parties.

11.13.2.2 The sole purpose of the committee shall be to review requests for reclassification.

11.13.2.3 The requesting employee shall submit a written request along with the supporting documentation which shall include a revised job description along with salary schedule placement. The application must be submitted during the month of March (for the April review) or the month of September (for the October review). The District may, at the District's sole discretion, respond either orally and or in writing to the classification committee regarding the employee's request.

11.13.2.4 The committee shall make recommendations as to the appropriate job description, title and salary schedule range for any reclassified position. The recommendation of the classification committee shall be presented to the Superintendent for consideration by the Board.

11.13.2.5 The reclassification shall not be implemented without prior notification of the Association.

11.13.2.6 Upon each Board-approved change in classification, each affected unit member shall be notified in writing of the approval along with the approved job title and salary schedule placement adjustment if any.

11.13.3 Salary Schedule Placement

11.13.3.1 When a position or class of positions is upgraded, the position or positions shall be placed on the salary schedule in a range which will result in at least a one (1) range increase above the salary of the existing position or positions.

11.13.3.2 In the case of lateral classification changes, the unit member shall remain at his/her current salary range.

11.13.3.3 In the event a position is downgraded, the unit member shall be Y-rated. Y-rating provides that when a position(s) is downgraded to a lower salary amount, the unit member(s) will continue at his/her former rate until future salary adjustments provide a salary increase to the level of the former salary.

## 11.14 Job Consolidation, Combination, and Newly Created Positions

11.14.1. Process for Planning in April for the following school year: By April 1, the sites or the District will recommend to the Superintendent what, if any, positions they wish to consolidate or combine and the reductions they recommend to pay for the additional costs for the following school year. The District will meet with the CEMUS Personnel Committee by April 15 to review the

economic, personnel, and programmatic effects of the consolidated/combined positions. By May 15, the District will post a list of time positions within the same range and title that are consolidated into a 5 to 8 hour position, a consolidated, combined positions, or newly created positions. A consolidated position is made up of part combined position is made up of part time positions in different ranges and descriptions combined into a 5 to 8 hour position. Part time, qualified District employees will have priority consideration for the consolidated and combined positions or new positions. No one will be laid off as a result of the consolidation or combination of a position. Therefore, a consolidated or combined position will only be implemented when sufficient people have resigned or retired to allow for combination/consolidation of positions without lay-offs. If one resignation occurs in a situation when two resignations are needed for purposes of consolidation, that vacancy will be filled on a temporary basis as legally appropriate.

**11.15 Class Relationships**

11.15.1 CEMUS and MUSD have reached an agreement regarding the definition of a "class" and class relationships, for example in promotions and layoffs. The "classes" as they have been defined, will be placed in the contract as Appendix C.

11.15.1.1 In the case of layoffs and bumping, a person subject to layoff can bump into a position for only the number of hours that they currently hold or fewer.

**11.16 Mendocino Community Network Access**

11.16.1 As of July 1, 1998, classified employees will receive free dial up access to MCN as long as MCN is owned by the District.

**11.17 Layoffs**

11.17.1 The parties agree that seniority in each position held by the employee is measured by the first day of paid service in the position plus any higher positions that they have held within the class.

11.17.2 The service of layoff notices will be by personal service or certified mail.

**11.18 Regulation of Bus Driver Hours**

It is past practice of the District to keep the bus drivers at 6 hours/day, 5 days/week at the beginning of the school year. This is the number of hours in the MUSD Budget. Any time over 6 hours is kept by each individual bus driver and turned in on a time sheet for the first few weeks of school. As the first weeks of school progress, the need for additional hours may go up according to student needs, new routes, extension of routes, etc. In March, all employees who had this increase will be brought back to 6.0 hours through the layoff process for the following school year.

The bus driver contracts impacted will keep time sheets beginning with school in August and any extra hours will be paid on a time sheet. At that time, hours will be assessed and changed as needed beginning with the September paycheck.

2014-15 is the first year that the District implemented an 11 month payroll. All bus drivers who were on a 10 month payroll become 11 month employees effective with the 2014-15 school year. For the school year 2014-15, changed bus driver contracts will begin their altered contracts beginning September 1, 2014. Going forward beginning with school year 2014-15, the district will follow this process of allowing extensions to hours and then hours above 6 hours/day will be laid off in March for the following school year.

### 11.19 Payroll Period

The payroll period shall be defined as monthly, and staff will be paid on the last day of each month for the length of their annual contract. When the last day of the month falls on a Saturday or Sunday, payment will be made on the last Friday of the month. When the last day of the month falls on a Holiday, payment will be made on the previous business day.

## ARTICLE 12 — STAFF DEVELOPMENT AND PROFESSIONAL GROWTH

### 12.1 Classified Staff Development Committee

12.1 A District Classified Staff Development Committee will be organized to fulfill the following functions:

12.1.1. To grant approval of courses for advancement on the Salary Schedule.

12.1.2. To make recommendations to the Board relating to the allocation of staff development funds. Recommendations would include sponsoring workshops, summer professional development proposals, District in-service programs, etc.

12.1.3 The Committee will be comprised of four members including one representative from clerical, one representative from instructional, and one representative from transportation/food services/maintenance/custodial, and Superintendent or designee.

12.1.4. No credit will be given on the salary schedule for District or County sponsored courses held during any of the employee's contracted hours. If the District pays for any part of an employee's attendance at a workshop or course any part of which is held during the contract hours, no credit on the salary schedule will be given.

12.1.4.1 If a class is held during one or more of the contract hours and the employee bears the responsibility of the cost of a substitute after receiving approval by his or her site administrator to attend the class, credit will be considered. The unit member may submit a request to the Classified Staff Development Committee for approval of credit.

12.1.4.2 A unit member's personal necessity leave may not be used for this purpose.

### 12.3 Teacher Development Program

12.3.1 Classified Employees who have completed their initial probationary period with the District may make application for the Teacher Development Program for the purpose of obtaining a teaching credential to prepare them for teaching positions within the District, subject to the following:

12.3.1.1 Submission of a completed application form which indicates agreement to pursue an educational program to prepare for a career as a teacher in Mendocino Unified School District.

12.3.1.2 Submission of a description of the course(s) content and applicability to an approved program of studies leading to a California teaching credential.

12.3.2 A maximum of two (2) classified employees may participate per year. The District reserves the right to increase the number of participants in any one year.

12.3.3 Reimbursement of registration/tuition fees shall not exceed two thousand dollars ($2000) per employee per year.

12.3.4 Admission to and reimbursement from the program shall be subject to the approval of the District based on the following:

12.3.4.1 Verification of the applicant's completion of an Associate of Arts degree or the equivalent;

12.3.4.2 The relevance of the course(s) to obtaining a California teaching credential;

12.3.4.3 The course load to be carried by the employee;

12.3.4.4 Recommendation of the applicant's immediate supervisor;

12.3.4.5 The needs of the District;

12.3.4.6 The applicant's suitability to enter the teaching profession;

12.3.4.7 Written agreement to complete the credential program within five (5) years.

12.3.4.8 The decision of the District shall be final and binding, and shall not be subject to the grievance procedure set forth in Article 19.

12.3.5 Continuance in the program is subject to an annual review by the District to establish satisfactory progress towards the credential.

12.3.6 After obtaining a California teaching credential, unit members participating in this "Teacher Development Program" shall submit to the District an application for employment as a teacher. If offered a teaching contract for at least half time, the unit member shall accept the employment offer.

12.3.7 Failure to enter into a teaching contract with MUSD, if offered, withdrawal from the program, or failure to complete credential requirements within five (5) years, shall result in payroll deductions of all tuition reimbursements under this program on a payment schedule to be mutually agreed with the employee. If mutual agreement is not reached, both parties reserve their legal rights and remedies.

## ARTICLE 13— PERSONNEL COMMITTEE

13.1 When reductions in staffing (positions or hours) are under consideration, the District will consult with said committee.

13.2 Suggestions and recommendations from the committee will be considered before the final decision is made.

13.3 In the case where a reduction is made, the CEMUS/CTA/ NEA Personnel Committee may make recommendations to the Superintendent regarding the possible payment of overtime and/or compensatory time for excess workloads caused by such reduction.

13.4 The existence of the Personnel Committee shall in no way diminish or replace bargaining rights provided for in the Education Code or the Rodda Act. The Personnel Committee shall be composed of the Superintendent and two to four CEMUS / CTA/NEA members.

## ARTICLE 14 – RETIREMENT INCENTIVE PLAN

14.1 Employees may choose one of the following retirement programs (Program A or B).

14.1.1 If the member is at least 55 years of age.

14.1.2 If the member has been an employee of the District for a period of at least fifteen (15) years with no break in service immediately prior to retirement. A Board approved leave for illness, maternity, family care or industrial accident leave does not constitute a break in service for this section (Ed Code 45308). Retirees may choose to convert accrued sick leave into years of service in calculating the five-year requirement.

14.1.3 Notification of the retirement shall be given to the District at least three (3) months prior to the effective retirement date. The District shall notify the CEMUS chapter president of any such notifications of retirement.

14.1.4 Should an employee receive a notice of layoff after **Feb 15th** but before **June 30th**, they may notify the District of their irrevocable intent to retire on or before June 30th of the same year and shall still be eligible to receive the retirement incentive.

14.1.5 Any employee who notifies the District by **June 1st** and prior to **August 30th** of that school year of their irrevocable intent to retire on or before **June 30th** of the following year will not have their hours of employment reduced for any part of their final school year with the District prior to retirement.

14.1.6 Payment will be made on or about the 10th of the second month following retirement or on a schedule mutually agreed upon by employee and district.

14.2 Retirement Program A: Medical Benefits for Retiree and Spouse, or Domestic Partner.

14.2.1 The District shall provide retirees and their spouse, or domestic partner, and eligible dependents or as defined by the insurance provider with the following health and welfare benefits: The "cap" on the District contribution toward medical benefit premiums for retirees is $5,200 annually without a dependent; $8,320.00 annually with a dependent until the retiree is 65. If Medicare eligibility is moved to 67, the District will pay the health benefits until the retiree is 67. The eligible dependent coverage rate shall be capped at the rate in effect on the first year of retirement.

And/Or:

14.2.2. Supplemental Income Retirement Plan: At age 65 or 67, the District will pay $100 per month toward a medical supplement for Medicare for five years for the retiree only. If the retiree dies before the end of five years, the benefit will stop. A retiree must submit proof of having a supplemental plan for the fiscal year. Upon proof of coverage, the District will issue one check for $100 for each month that the retiree was covered during the fiscal year.

14.2.2.1 They were a full-time classified employee of the District (6.5 hours/day or more) for the fifteen years immediately preceding his/her resignation and retirement.

14.2.2.2 They are at least sixty years of age.

14.2.2.3 The District shall pay to the retiree up to the maximum annual salary allowed by PERS.

14.2.2.4 The term of any agreement for special services and advice under this procedure may not exceed five years.

14.2.2.5 Retirement program A will have a total cost cap of $20,000 at any given time. If the cost of program A exceeds $20,000 at any time, the excess cost will be reduced from any wage increases negotiated for that year. This cap (item 14.2.2.5) will be removed from the contract after the 2025-26 school year.

14.2.3 Retirement Program B: Lump Sum

14.2.3.1 A one-time per person retirement incentive payment will be made available to the classified employee eligible for retirement according to PERS guidelines and who elects to retire.

14.2.3.2 The retiree will then be given a lump sum equal to 20% of the last 12 months of salary.

14.2.3.3 Payment will be made on or about the 10th of the second month following retirement or on a schedule mutually agreed upon by employee and district.

## ARTICLE 15 –NEGOTIATIONS

15.1. CEMUS/CTA/NEA agrees that this Agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment, and during the term of the Agreement neither the District nor CEMUS/CTA/NEA will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in the Agreement.

15.2. Recognizing that precedent is an important and valuable tool, the District may be guided by past practices or understandings but not necessarily bound by them unless such past practices or understandings are specifically stated in this Agreement.

15.3 During the life of this agreement, annual re-openers shall be limited to salary and benefits plus two (2) articles for each party.

## ARTICLE 16 - ASSOCIATION/DISTRICT RIGHTS

16.1 The Association shall have access at reasonable times to areas where employees work, to bulletin boards in the staff rooms, and to staff mailboxes.

16.2 The Association shall have the use of institutional facilities and equipment, at reasonable times and not interfering with the education program, for the purpose of conducting Association meetings or business. The Association shall reimburse the District for reasonable costs, if incurred.

16.3 A total of ten days leave shall be granted to the Association per school year to be used by its representatives, said days to be utilized for local, state, or national conferences or for conducting other business pertinent to Association affairs.

16.4 The Association shall reimburse the District at the substitute's daily rate of pay for each day utilized under this provision. This provision does not apply to collective bargaining agreement negotiations; the District will pay for substitutes for the CEMUS Negotiation Team in preparation for and during collective bargaining agreement negotiations.

16.5 A copy of the District Directory shall be provided to the Association when it is available.

16.6 Management Rights. It is understood and agreed that the powers and responsibilities to direct, manage, and control the operations and affairs of the District, are reserved exclusively to the District and the Governing Board, except as they are limited by this Agreement in the manner and to the extent authorized by law.

# Appendix A

**Compensation language adopted by CEMUS/MUSD - TA 2007-01** (salary schedule to be found in 2006-2009 version of the CEMUS contract):

It was agreed to eliminate step 1 on the classified salary schedule and move employees currently on step one to step two (which becomes the new step one) effective July 1, 2006.

The salary schedule was to be increased by 0.7% retroactive to 7/1/06 with the retroactive application of this increase applying to regular contract salaries and not to substitutes, overtime and extra duty.

Range changes to some specific jobs were negotiated and are referenced in the tentative agreement 2007-01 dated January 30th, 2007.

Effective 7/1/2007 Step 14 will be deleted as it appears on the salary schedule and instead will be noted on the salary schedule as a 4% longevity increase applied as defined in Article 11.7.1 of this contract. After this change, and the one referenced above, the July 1, 2007 salary schedule will have only 12 steps.

**Compensation language adopted by CEMUS/MUSD - TA 2007-06 (**salary schedule to be found in the 2006-2009 October version of the CEMUS contract):

Effective July 1, 2007 the current step 1 of the classified schedule shall be eliminated and all employees on the schedule shall be moved over by one step after any "natural" step movement caused by the passing of a year. No additional steps are added and therefore employees currently on step 12 shall not move and those currently on step 11 will only be moved one step in total. This change has an approximate cost of $30,859 or the equivalent of 2.3 %. %. (also see Article 8 regarding benefit cap)

**Compensation language adopted by CEMUS/MUSD - dated 9/18/07** (salary schedule to be found in the 2006-2009 October version of the CEMUS contract):

Effective 7/1/2007 step 11 will be increased by 6%, and after this increase has been implemented, the entire salary schedule (steps 1-11 inclusive) will be increased by 1.8

**Compensation language adopted by CEMUS/MUSD (TA 2008/09 - 4)**

It is agreed that effective 7-1-08 the CEMUS contract will be increased by $13,557 (including MCN employees). This increase will provide a **.**81 % increase at every step on the salary schedule as delineated in the attached classified salary schedule designated as Exhibit BB. It is agreed that this agreement, along with the other approved TA's (2008-01, 02, and 03) closes negotiations for 2008-09. This agreement is contingent upon the acceptance by the county of the disclosure form for collective bargaining. (also see Article 8 regarding benefit cap)

**Compensation language adopted by CEMUS/MUSD (TA 2009/10 – 01)**

CEMUS and the District agree to a 1.3% increase for CEMUS employees (including MCN employees) retroactive to 7-1-09. Both parties also agree to a 2% increase for CEMUS employees effective 7-1-10.

CEMUS also agreed that they would like to withdraw from Staywell and participate in SISC.

CEMUS also agreed to meet with a sub-committee including Mark Morton and Catherine Stone to review necessary changes to contract language related to medical insurance and related side fund issues. This agreement is contingent upon the acceptance by the county of the disclosure form for collective bargaining. It was also agreed to eliminate ranges 15-19 given that no employees are hired at that range.

**Compensation language adopted by CEMUS/MUSD (TA 2009/10 – 02)**

An employee may earn up to two professional development increments in the form of a 4% salary adjustment for each 110 hours of approved professional development work. Classified employees may earn an educational increment in the form of a 4% salary adjustment for the first 110 hours of approved professional development work. Classified employees may earn an educational increment in the form of a 4% salary adjustment for the first 110 hours of approved professional development work. Classified employees may earn a second educational increment in the form of a 4% salary adjustment after completion of an additional 110 hours of professional development. Upon employment, the district may authorize a Professional Development salary step increment increase provided the new employee provides appropriate documentation. An employee may advance one professional development increment and one longevity increment in the same year. Upon employment, the district may authorize a Professional Development salary step increment increase.

**Compensation language adopted by CEMUS/MUSD (TA 2011/12 – 03)**

Beginning with the 2012-13 school year, the District shall contribute up to an annual maximum total contribution of $11,162 for each eligible unit employee toward District medical benefit insurance. Any cost in excess of the above annual maximum contribution shall be paid by the employee through payroll deduction.

**Compensation language adopted by CEMUS/MUSD (TA 2013/14 – 01)**

It is hereby agreed that Article 11and Appendix A of the 2013-14 CEMUS Contract approved by the Board on 6/20/13, will be replaced by the new CEMUS Salary Schedules for fiscal years 2014-15, 2015-16, and 2016-17. See attached salary schedules beginning on page 32 of this Contract..

- Compensation language adopted by MUSD/CEMUS will be effective July 1, 2014. It is agreed that salary and benefits cannot be opened for negotiations until the fall of 2017.
- Based on the 2013-14 classified salary schedule, the new salary schedules will be increased by 5.08% in 2014-15, 2.59% in 2015-16, and 1.92 % in 2016-17. The increases will be spread evenly across the cells in the salary schedules.

**Compensation language adopted by CEMUS/MUSD (TA 2013/14 – 02)**

- It is hereby agreed that effective July 1, 2014, Appendix A of the CEMUS Contract, the CEMUS Salary Schedule, will reflect a change in classification of positions as follows:
    - The Cook position at Range 21 will go to Range 23
    - The Accounts Payable position will go from Range 33 to Range 35
    - The High School Student Coordinator will go from Range 37 to Range 39
    - The Grounds Keeper position will go from Range 30 to Range 32
    - The Cook Manager position will go from Range 30 to Range 35
- Further, two new positions will be added to the CEMUS Salary Schedule effective July 1, 2014 as follows:
    - State Preschool Teacher will be Range 36
    - State Preschool Teacher Assistant will be Range 25

**There were no changes related to compensation for CEMUS negotiations for 2014-15.**

**There were no changes related to compensation for CEMUS negotiations in 2015-16.**

**Compensation language adopted by CEMUS/MUSD (TA 2017-18 – 01 & 02)**
It is hereby agreed that the attached salary schedules will replace all prior salary schedules effective July 1, 2018. The salary schedules will reflect a 1% retroactive raise for fiscal year 2017-18 to be paid out in May 2018. The pay increases for fiscal year 2018-19 will be 1.3% and increases for 2019-20 will be 3%. The salary schedules for 2017-18, 2018-19, and 2019-20 are attached and they reflect the changes agreed to in the paragraph above as well as CEMUS TA 2017-18-02: Change in Range of Pay for Bus Drivers/Updated Job Descriptions. It is also agreed that Ranges 20-22 on the CEMUS salary schedules will be eliminated as no one holds these positions and they are no longer used.

- Effective 7/1/07 an employee who has worked in the classified service of the District for a period of 14 years or more shall receive a longevity increment of 4% at the commencement of their 15th year.
- Per negotiated Agreement 2007-01 dated January 30th, 2007, the prior step 1 was removed. Step 13 (prior step 14) was also removed and a 4% longevity applied as noted above. When calculating longevity, step placement does not necessarily represent years of service with the district.
- Per negotiated Agreement and Board action June 28th, 2007, an old step 1 was eliminated and all employees moved up a step except for those on the "top" step.
- Per negotiated Agreement and Board action September 20th, 2007, Step 12 received a 6% increase and then all steps received a 1.8% increase.
- Per negotiated Agreement 2008/09 – 04 a .81% increase was applied to every step on the salary schedule
- Per MOU 2009-10-01 the Lead custodian position was moved to range 36 and the custodian position was moved to range 30 (job descriptions were amended accordingly)
- Per negotiated Agreement 2009/10-01 a 1.3% increase was applied to the salary schedule retroactive to 7/1/09. Also, a 2% increase was applied to the salary schedule effective 7/1/10. Both these salary adjustments applied to all CEMUS employees including MCN employee

**Compensation language adopted by CEMUS/MUSD effective July 1, 2018**
It is hereby agreed that the attached salary schedules will replace all prior salary schedules effective July 1, 2018. The salary schedules will reflect a 1% retroactive raise for fiscal year 2017-18 to be paid out in May 2018. The pay increases for fiscal year 2018-19 will be 1.3% and increases for 2019-20 will be 3%.

**Updated Salary Schedules adopted by CEMUS/MUSD effective July 1, 2018**
The salary schedules for 2017-18, 2018-19, and 2019-20 are attached and they reflect the changes agreed to in the paragraph above as well as CEMUS TA 2017-18-02: Change in Range of Pay for Bus Drivers/Updated Job Descriptions. It is also agreed that Ranges 20-22 on the CEMUS salary schedules will be eliminated as no one holds these positions and they are no longer used.

**Compensation language adopted by CEMUS/MUSD effective July 1, 2020:**
It is agreed that there will be no change in the salary schedule for the 2020-2021 school year. The District agrees to a one-time coverage of the health insurance increase costs for each employee receiving healthcare benefits for the 2020-2021 school year.

**Compensation language adopted by CEMUS/MUSD effective July 1, 2021:**
It is hereby agreed that the attached salary schedules will replace all prior salary schedules effective July 1, 2021. The salary schedules will reflect a 3% raise for fiscal year

2021-22. The MTA/CEMUS/MUSD agree to work collaboratively to address budgetary needs and shortfalls.

It is hereby agreed upon that the longevity column in the CEMUS regular and 4% increment wage schedule will be removed and replaced with a column 12 for 2021-22.

**Compensation language adopted by CEMUS/MUSD effective July 1, 2022:**

It is hereby agreed by the parties that there will be a 5% raise for the 2022/23 school year with the agreement that if there is no consensus on salary/benefits for the 23/24 school year by 2/15/22, it will result in an impasse re: 23/24 salary/benefits. Negotiations can continue as usual on other issues past this date. CEMUS and the administration will sunshine at the Board meeting in August 2022. This is a one-year pilot program for the 22/23 school year that could be adopted in future years if both parties find it beneficial.

It is also hereby agreed by the parties that the custodians will be moved from range 30 to 32. This increase will be completed above and beyond the 5% increase.

**Compensation language adopted by CEMUS/MUSD – TA 2022-23-01**
Effective July 1, 2022, it was agreed upon that the classified salary schedule was extended from its current 11 step, plus longevity step, to a 15-step salary schedule. Longevity to be removed and discontinued. Discontinue the separate 4% Education Increment salary schedule. The 4% Education Increment will continue, and will be paid "in addition" to the regular classified hourly salary schedule. These changes are in an effort to comply with PERS Retirement reporting.

**Compensation language adopted by CEMUS/MUSD effective July 1, 2023**
It is hereby agreed that CEMUS and the District agree to a 0% salary increase for the 2022-24 school year. Members enrolled in district health insurance will receive a one-time increase in the district-paid health insurance cap to cover the cost of the 2023-2024 health insurance increase (Including WABE, which will be paid to the employee). Part-time employees who do not receive district health insurance will receive a one-time taxable payment of $1400 prorated by the percentage of their employment.

MUSD will add a line item of 2% annually in anticipation of salary negotiations during which the final amount will be set.

**Compensation language adopted by CEMUS/MUSD effective July 1, 2024**
It is hereby agreed that CEMUS and the District agree to a 3% salary increase for the 2024-25 school year. The salary schedules for 2024-25 will reflect this raise.

**Compensation language adopted by CEMUS/MUSD effective July 1, 2025**
It is hereby agreed that CEMUS and the District agree to a $2.00 increase per cell on the salary schedule for the 2025-26 school year. The salary schedules for 2025-26 will reflect this raise.

**Compensation language adopted by CEMUS/MUSD effective July 1, 2026**
It is hereby agreed that CEMUS and the District agree to a 4.4% increase on the salary schedule for the 2026-27 school year. The salary schedules for 2026-27 will reflect this raise.

# Appendix B

Mendocino Unified School District
Classified Employee Absence Form

Name:_____ Date:_____

Date(s) that I (was)(request) to be absent (month/date/year): _____

****** Please see the reverse side of this form for the MTA contract verbiage surrounding the use of leave.

Check the appropriate box and not the number of days to be charged to each category for this absence:

☐ Jury duty: _____days

☐ Bereavement:_____days

☐ Official school business _____days

Purpose: _____

Funding source for substitute: SIP ☐ Grant ☐ District ☐ Other ☐ _____

☐ Vacation: _____days (this applies to 12 month employees only)

☐ Sick leave _____days **and/or** ☐ Compensatory time: _____days

- Sick leave and/or compensatory time may be used for the following:
  - ☐ Accident or illness involving employee or a member of their immediate family
  - ☐ Personal property emergencies
  - ☐ Personal legal matters, which cannot be conducted after regular working hours or on non-school days
  - ☐ Personal business of a pressing nature to the employee, which cannot be conducted after regular working hours or non school days

☐ Personal necessity leave _____days **and/or** ☐ Compensatory time: _____days

- Five days of the current year's leave may be used for the following:
  - ☐ Any purpose, except for activities for which the employee is being paid by a non-district source

Was a substitute used to fill your position during <u>any portion</u> of your absence?

☐ No ☐ Yes Name of sub(s) _____

Signature of employee: _____ Date:_____

---

☐ Approve ☐ Disapprove _____ Date:_____

Signature of administrator/supervisor

# Appendix C – Classes

**Class I: Custodial / Maintenance**

District Mechanic (51)

↓

Maintenance Worker II (39)

↓

Maintenance Worker I/ Lead Custodian (36)

↓

Grounds Keeper (32)

↓

Custodian (32)

**Class II: Transportation**

Bus Driver (40)

**Class III: Instructional**

Preschool Teacher (36)

↓

Integrative Aide (38)

↓

Library Assistant (30)
Instructional Aide (30)
Preschool Assistant Teacher (30)

**Appendix C – classes (continued)**

| **Class IV:** | **Office/ Clerical** |
|---|---|

High School Administrative Support (42)

Administrative Assistant/Registrar (42)

↓

Accounts Payable (35)

↓

Office Assistant (30)

| **Class V:** | **Food Service** |
|---|---|

Cook (30)

# MENDOCINO UNIFIED SCHOOL DISTRICT

## CEMUS EMPLOYEE GRIEVANCE FORM LEVEL II

**Instructions: Please submit this form to the supervisor of the person or program of your complaint.**

The supervisor will tell the employee(s) involved that this complaint has been filed. The information you provide will be kept confidential except as necessary to investigate and resolve your complaint.

The District's complaint procedures are found in Board Policy 1312.1 and Administrative Regulation 1312.1 which are available through the District Office for your review. Please make sure to reference the appeal provisions and timelines involved .

Should you have any questions about the grievance policy or procedures, please contact the school site principal or superintendent.

### Complainant Information

**Grievance #:**

Name _____ Date _____

Address _____ Phone _____

_____ School _____

### Notice of Complaint

Date of events this complaint is based on: _____

This is a violation, misapplication or misinterpretation of the Collective Bargaining Agreement including, but not limited to Article _____(list specific contract provisions if possible)

Please describe your complaint as specifically as possible, using date, times, names, locations or situations (use additional paper if necessary) : _____

_____

_____

_____

_____

With whom have you conferred to resolve your complaint?

Name(s) _____ Date _____

_____ _____

What action or remedy are you seeking to resolve this complaint? _____

_____

_____

**Resolved:** **Date:**

☐ Internally ☐ Formal Response Needed

_____ _____

Signature Date

# MENDOCINO UNIFIED SCHOOL DISTRICT

## CEMUS GRIEVANCE RESPONSE FORM LEVEL II

**Grievance #:**

Date of Grievance Response: _____

To: _____
(Grievant)

From: _____
(Superintendent)

Response to Grievance Appeal: _____

Attach a copy of the Grievance Form Level I, Appeal Form Level I, and any supporting documents.

_____ _____
Superintendent Signature Date

# MENDOCINO UNIFIED SCHOOL DISTRICT

## CEMUS GRIEVANCE APPEAL FORM LEVEL II TO LEVEL III

**Instructions: If the grievant wishes to appeal the decision of the Superintendent OR Board to arbitration, s/he may, within five days of the conclusion of mediation, request in writing on the Contact Grievance Appeal Form Level III that the Association submit his/her grievance to arbitration, with a copy to the Superintendent or Board.**

Should you have any questions about the grievance policy or procedures, please contact the school site principal or superintendent.

**Grievance #:**

Date of Level III Appeal: _____

To: _____
(Association President)

From: _____
(Grievant)

I hereby file this form to appeal the District's decision at Level II received by me on _____
(Date)

The Grievance is being appealed because: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Attach a copy of any supporting documents.

_____ _____

**Signature** **Date**

# MENDOCINO UNIFIED SCHOOL DISTRICT

## CEMUS CONTRACT GRIEVANCE LEVEL III RESPONSE TO APPEAL FORM

**Grievance #:**

Date of Grievance Response: _____

To: _____
(Grievant)

From: _____
(MUSD Board President)

Response to Grievance Level II Appeal: _____

Attach a copy of all Grievance and Appeal Forms and any other supporting documents.

_____ _____
Superintendent Signature Date

# MENDOCINO UNIFIED SCHOOL DISTRICT

## CEMUS GRIEVANCE APPEAL FORM LEVEL III
## GRIEVANCE HEARING PANEL (Level IV)

**Instructions: Upon receipt of the Grievance Response Form Level II from the Superintendent, should the initial grievance still exist and the grievant still wish to pursue the grievance, s/he shall, within ten days upon the receipt of the Superintendent's response, appeal the decision to the BOARD using this Grievance Appeal Form Level III.**

The District's complaint procedures are found in Board Policy 1312.1 and Administrative Regulation 1312.1 which are available through the District Office for your review. Please make sure to reference the appeal provisions and timelines involved .

**Grievance #:**

Date of Level III Appeal: _____

To: _____
(MUSD Board President)

From: _____
(Grievant)

I hereby file this form to appeal the District's decision at Level II received by me on: _____
(Date)

The Grievance is being appealed because: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Attach a copy of the Grievance Form Level I and any supporting documents.

_____ _____

**Signature** **Date**

## *Mendocino Unified School District*
## *CEMUS Hourly Salary Schedule 2026-27*

***Board Approved: June 9, 2026***

***Effective: July 1, 2026***

| | STEP | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | RANGE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| | 30 | 19.20 | 19.88 | 20.59 | 21.34 | 22.11 | 22.91 | 23.74 | 24.61 | 25.50 | 26.44 | 27.42 | 28.43 | 29.49 | 30.58 | 31.72 |
| | 31 | 19.53 | 20.23 | 20.96 | 21.71 | 22.49 | 23.30 | 24.15 | 25.04 | 25.96 | 26.91 | 27.90 | 28.93 | 30.00 | 31.12 | 32.28 |
| | 32 | 19.88 | 20.59 | 21.34 | 22.11 | 22.91 | 23.74 | 24.61 | 25.50 | 26.44 | 27.41 | 28.42 | 29.48 | 30.57 | 31.71 | 32.90 |
| | 33 | 20.24 | 20.97 | 21.72 | 22.51 | 23.33 | 24.18 | 25.06 | 25.98 | 26.93 | 27.92 | 28.95 | 30.02 | 31.14 | 32.30 | 33.51 |
| | 34 | 20.61 | 21.35 | 22.12 | 22.92 | 23.76 | 24.63 | 25.53 | 26.48 | 27.44 | 28.47 | 29.52 | 30.62 | 31.76 | 32.94 | 34.18 |
| | 35 | 20.98 | 21.73 | 22.53 | 23.34 | 24.19 | 25.07 | 25.99 | 26.94 | 27.93 | 28.96 | 30.04 | 31.15 | 32.32 | 33.52 | 34.78 |
| | 36 | 21.35 | 22.12 | 22.92 | 23.76 | 24.63 | 25.53 | 26.48 | 27.44 | 28.47 | 29.53 | 30.63 | 31.77 | 32.95 | 34.19 | 35.47 |
| | 37 | 21.73 | 22.53 | 23.34 | 24.19 | 25.07 | 25.99 | 26.94 | 27.93 | 28.96 | 30.04 | 31.15 | 32.32 | 33.52 | 34.78 | 36.09 |
| | 38 | 22.13 | 22.93 | 23.77 | 24.64 | 25.55 | 26.49 | 27.45 | 28.48 | 29.54 | 30.63 | 31.77 | 32.95 | 34.19 | 35.47 | 36.80 |
| | 39 | 22.53 | 23.34 | 24.19 | 25.07 | 25.99 | 26.94 | 27.93 | 28.96 | 30.04 | 31.15 | 32.32 | 33.52 | 34.78 | 36.09 | 37.44 |
| | 40 | 22.93 | 23.77 | 24.64 | 25.55 | 26.49 | 27.45 | 28.48 | 29.54 | 30.63 | 31.77 | 32.95 | 34.19 | 35.47 | 36.80 | 38.19 |
| | 41 | 23.35 | 24.20 | 25.08 | 26.00 | 26.95 | 27.96 | 28.98 | 30.07 | 31.19 | 32.35 | 33.56 | 34.82 | 36.13 | 37.50 | 38.92 |
| | 42 | 23.78 | 24.65 | 25.56 | 26.50 | 27.47 | 28.49 | 29.55 | 30.64 | 31.79 | 32.97 | 34.21 | 35.49 | 36.82 | 38.21 | 39.65 |
| | 43 | 24.21 | 25.09 | 26.01 | 26.96 | 27.97 | 28.99 | 30.08 | 31.20 | 32.36 | 33.56 | 34.82 | 36.13 | 37.50 | 38.92 | 40.39 |
| | 44 | 24.65 | 25.56 | 26.50 | 27.47 | 28.49 | 29.55 | 30.64 | 31.79 | 32.97 | 34.20 | 35.48 | 36.81 | 38.20 | 39.64 | 41.14 |
| | 45 | 25.10 | 26.02 | 26.97 | 27.98 | 29.00 | 30.09 | 31.21 | 32.37 | 33.57 | 34.83 | 36.14 | 37.51 | 38.93 | 40.40 | 41.94 |
| | 46 | 25.57 | 26.51 | 27.50 | 28.50 | 29.56 | 30.66 | 31.80 | 32.98 | 34.21 | 35.49 | 36.82 | 38.21 | 39.65 | 41.15 | 42.71 |
| | 47 | 26.04 | 26.98 | 27.99 | 29.01 | 30.10 | 31.22 | 32.38 | 33.59 | 34.85 | 36.16 | 37.53 | 38.95 | 40.42 | 41.96 | 43.55 |
| | 48 | 26.51 | 27.50 | 28.50 | 29.56 | 30.66 | 31.80 | 32.98 | 34.21 | 35.49 | 36.83 | 38.22 | 39.66 | 41.17 | 42.72 | 44.35 |
| | 49 | 26.99 | 28.00 | 29.04 | 30.11 | 31.23 | 32.39 | 33.61 | 34.86 | 36.18 | 37.53 | 38.95 | 40.42 | 41.96 | 43.55 | 45.21 |
| | 50 | 27.51 | 28.51 | 29.57 | 30.68 | 31.82 | 33.00 | 34.23 | 35.52 | 36.86 | 38.25 | 39.70 | 41.21 | 42.78 | 44.40 | 46.09 |
| formula | 51 | 28.01 | 29.05 | 30.12 | 31.24 | 32.40 | 33.62 | 34.87 | 36.19 | 37.54 | 38.96 | 40.43 | 41.97 | 43.56 | 45.22 | 46.94 |
| break | 52 | 30.40 | 31.53 | 32.71 | 33.93 | 35.21 | 36.54 | 37.91 | 39.34 | 40.83 | 42.37 | 43.98 | 45.66 | 47.40 | 49.22 | 51.10 |

Range 30: Instructional Aide, Office Assistant, Preschool Teacher Assistant, Cook, Library Assistant
Range 32: Grounds Keeper, Custodian
Range 35: Accounts Payable/Office Asst.
Range 36: Maintenance Worker I, Preschool Teacher
Range 38: Integrative Aide
Range 39: Maintenance Worker II, Lead Custodian, Chorus Accompanist
Range 40: Bus Driver
Range 41: Registrar
Range 42: Administrative Support - H.S., Administrative Assistant/Registrar, Payroll/Accounting Technician, Administrative Assistant
Range 51: Lead Bus Mechanic, District Mechanic
Range 52: Computer Support Technician

Effective 07-01-2020 - 12 Month Employees will be contracted for 260 days per year

Per Section 11.9.1 of the CEMUS Collective Bargaining Unit Agreement, unit members may earn up to two (2) professional development increments; or a maxium of an 8% salary adjustment.

X _____
Signature - Superintendent

Date 6/11/26

**Mendocino Unified School District**
**2026-27 Classified Management Salary Schedule**
**Effective Date: July 1, 2026**
**Board Approved: June 9, 2026**

| **Business Manager - Annual** | step 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|---|
| MUSD Business Manager | 100,959 | 104,493 | 108,149 | 111,935 | 115,852 | 119,908 | 124,104 | 128,448 | 132,943 | 137,598 |

| **Supervisor - Hourly** | | step 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Annual | 64,984 | 67,478 | 70,072 | 72,771 | 75,578 | 78,494 | 81,529 | 84,686 | 87,969 | 91,383 | 94,936 | 98,627 | 102,466 | 106,460 | 110,612 | 114,932 | 119,424 |
| Executive Asst to Superintendent<br>Kitchen Supervisor<br>Maintenance Supervisor<br>Transportation Supervisor | | 31.25 | 32.43 | 33.70 | 34.98 | 36.33 | 37.74 | 39.19 | 40.72 | 42.28 | 43.93 | 45.64 | 47.42 | 49.27 | 51.19 | 53.18 | 55.26 | 57.42 |
| Preschool Site Supervisor | | 33.35 | 35.60 | 37.87 | 40.14 | 42.40 | 44.67 | 46.94 | 49.17 | 50.77 | 52.35 | 53.91 | | | | | | |

Effective 07-01-2020 - 12 Month Employees will be contracted for 260 days per year

Per Sections 11.9.1 and 11.9.1.1 of the Classified Management Agreement, the Executive Assistant to the Superintendent, Maintenance Supervisor, Transportation Supervisor, and Kitchen Supervisor may earn one (1) professional development increment of 4% salary adjustment.

X _____ Date 6/11/26
Signature - Superintendent