

Agreement Between

**Montague Charter Academy**  
And  
**SEIU Local 99**

July 1, 2019  
to  
June 30, 2022

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## **ARTICLE I - AGREEMENT**

THIS AGREEMENT is made and entered into the date executed by and between the Board of Directors of the Montague Charter Academy, which together with its administrative staff and representatives will be referred to in this Agreement as "MCA" or the "School," and Service Employees International Union, Local 99, which together with its officers and representatives will be referred to in this Agreement as "SEIU" or the "Union."

## **ARTICLE II – RECOGNITION**

2.0 The Unit: Pursuant to applicable California statutes, regulations, and P.E.R.B. Case No. LA-RR-1205-E, LA-RR-1206-E and LA-RR-1207-E the Union has been certified as the exclusive representative of a bargaining unit comprised of the following employees of Montague Charter Academy.

2.1 Included: All regular employees in probationary and permanent status, including restricted and part time employees, employed in the following classes:

A. Operations-Support Service Employees

Custodians

Cafeteria

Computer Technologist

B. Instructional Aides, Teacher Assistants

Computer Lab Instructional Aide

Instructional Aides

Teacher Assistants

Special Education Assistants

C. Playground Aides

Supervision Aides

### **ARTICLE III - UNION RIGHTS**

3.0 Access: Authorized Union representatives shall have the right to reasonable access to MCA facilities, including employee mailboxes for the purpose of contacting employees and transacting matters.

3.1 Bulletin Boards: The Union shall have the right to post notices of official matters on a designated bulletin board established for the Union's exclusive use.

3.2 List of employees: The Union shall be provided quarterly upon request a current list of names, employee numbers, classifications, addresses, telephone numbers, hourly rate, and social security numbers of all employees covered by this agreement. This list will also include all employees newly hired into the bargaining unit during the preceding quarter and all bargaining unit employees who have separated from MCA during the preceding quarter.

3.3 Stewards: The Union shall designate its Stewards and notify MCA accordingly. Stewards shall have the right to:

(i) represent an employee in any meeting that involves or could possibly lead to discipline, grievance procedures, and in any meeting with supervisors/administrators dealing with work conditions;

(ii) coordinate Union meetings;

(iii) post and distribute official Union materials;

(iv) report to the appropriate administrator upon discovery and without delay any unsafe or unsanitary conditions at the worksite; and

(v) be free from retaliation and reprisals for the performance of his/her steward responsibilities.

3.4 Orientation:

(a) The Union will be given the opportunity to meet new classified bargaining unit employees during the new employee orientation meetings conducted by MCA.

(b) MCA will provide ten (10) working days' notice of the orientation unless there is an urgent need to schedule an orientation in less than 10 days.

(c) MCA will strive to schedule the new classified employee orientations on regularly scheduled dates and times during the week to facilitate the Union's opportunity to meet new employees.

(d) The Union agrees to meet the new employees in the middle of MCA's orientation. Up to twenty (20) minutes will be allocated to the Union for this purpose.

(e) Employees will be advised that the Union orientation is a necessary part of the overall orientation.

(f) The Union agrees to provide MCA with a list of the materials to be provided to the new employee. The Union agrees to use this opportunity solely for the purpose of discussing the classified member's employment status, rights, benefits, duties, and responsibilities as a member of Local 99. The Union agrees not to make disparaging comments about MCA or its administrators during the orientation meetings. MCA will not be present during these meetings.

(g) Within thirty (30) days of hiring, the MCA agrees to provide the Union with the new employee's name, job title, department, work location, work, home address, and personal email address if used for employment purposes. MCA will continue to provide comprehensive monthly reports to the Union with information regarding all of its members.

(h) In the event that format modifications by MCA are made to the current orientation process, the Parties to this Agreement will negotiate Union access under the modified process pursuant to the California Government Code.

## **ARTICLE IV - UNION SECURITY AND DUES DEDUCTIONS**

4.0 Voluntary Authorizations: MCA shall deduct Union membership dues for each pay period worked in the amount specified by the Union from the salary of each employee who has submitted a written authorization.

4.1 Exclusive to Union: Payroll deductions for membership dues from employees shall be exclusive on behalf of the Union and no membership dues deductions are to be made on behalf of any other employee organization as defined in Government Code Section 3540.1(d).

4.2 Remittance to Union: A deposit approximating the amount of dues so deducted shall be remitted to the Union on payday, and the reconciled amount will be supplied to the Union within thirty (30) days after the deductions are made, together with a list of affected employees.

4.3 Dues Deductions: In instances where a dues deduction is not taken from an employee who has a valid authorization form on file, the missed deduction(s) will be taken from a subsequent salary payment and remitted to the Union. A dues deduction may only be revoked by an employee in writing pursuant to the terms of the voluntary authorization of dues deduction executed by such employee. Dues deduction shall automatically terminate if an employee terminates employment or otherwise ceases to be a member of the bargaining unit.

4.4 Implementation Dates: Any of the above-described payment obligations applicable to employees shall be processed by MCA with the payroll immediately following the effective date of the payment requirement, provided that the information is on file by the deadline for filing time reports.

4.5 Indemnity/Hold - Harmless: The Union agrees to indemnify and hold MCA harmless against any and all liabilities (including reasonable and necessary costs of litigation) arising from any and all claims, demands, suits, or other actions relating to MCA compliance or attempted compliance with either this article or the requests of the Union pursuant to this Article, or relating to the conduct of the Union in administering this Article. The Union shall have the right to determine and decide all matters relating to settlement and conduct of litigation with respect to this Article. In no case shall MCA funds be involved in any remedy relating to this Article. Any underpayments to the Union resulting from MCA's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s).

MCA shall honor the terms of the employee's written authorization for payroll deductions. Employee requests to cancel or change authorizations for payroll deductions for the Union shall be directed to the Union rather than to MCA. The Union shall be responsible for processing such requests. MCA shall rely on the information provided by the Union to cancel or change authorizations, and the

Union shall indemnify MCA for any claims made by the employee for deductions made in reliance on that information.

The Union certifies that it has and will maintain individual employee authorizations and shall not be required to submit to MCA a copy of the employee's written authorization in order for the payroll deductions described in this section to be effective, unless a dispute arises about the existence or terms of the written authorization. The Union shall indemnify MCA for any claims made by the employee for deductions made in reliance on its notification.

4.6 MCA will furnish any information needed by the Union to fulfill the provisions of this Article.



## **ARTICLE V - MANAGEMENT RIGHTS**

5.1 It is understood and agreed that the Board retains all of its powers and authority to direct, manage and control its operations to the full extent of the law.

The Board's rights include, but are not limited to, the following rights to:

- Determine the school intention and overall program design as described in the charter;
- Establish educational policies with respect to admitting students; • Determine staffing patterns and design;
- Determine the number of personnel and kinds of personnel required;
- Ensure the rights and educational opportunities of all students;
- Maintain Board operations;
- Move or modify facilities;
- Establish budget procedures and determine budgetary allocations;
- Determine the methods of raising revenue;
- Contract out work and take action on any matter in the event of an emergency, consistent with any limitations in this Agreement.

5.2 The exercise of the foregoing powers, rights, authority, duties, responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

## **ARTICLE VI - HOURS/OVERTIME**

### 6.1 Work Year

6.1.1 Upon hire, unit members shall be required to fulfill the following annual work schedules:

- Custodians – 250 work days
- Cafeteria – 206 work days
- Computer Technologist – 230 work days
- Computer Lab Instructional Aide – 222 work days
- Instructional Aide – 186 work days
- Teacher Assistants – 182 work days
- Special Education Assistants – 186 work days
- Supervision Aides – 182 work days

6.1.2 Unit members working more than fifty percent (50%) in the classifications of special education, custodial, cafeteria, instructional aide and computer technology shall be provided with the following paid holidays (prorated if less than full time):

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

If any of these holidays occur outside an active employee's work year, such holiday shall be converted to a floating holiday. Any floating holiday taken during the school year or otherwise should be coordinated and cleared by the unit member's supervisory subject to scheduling and seniority. No floating holiday shall be unreasonably denied. Unit members shall be paid for any accrued/unused floating holiday upon separation for employment.

### 6.2 Work Day

6.2.1 The number of hours for regular full-time employment is eight (8) hours a day, exclusive of lunch, and forty (40) hours per week consisting of five (5) days per week, Monday through Friday. MCA may establish a different workweek for particular employees, classes, or shifts as required to meet the operational needs of MCA. Prior to any substantial change of a permanent nature that affects a group of

employees' workweek, daily hours of work, and/or work shifts, the employees involved shall, whenever practicable, be given five (5) work days advance written notification. The Union shall be advised and given an opportunity to consult with MCA about the matter.

#### 6.2.2 Meal and Rest Periods

All unit members shall be entitled to an unpaid uninterrupted meal period after being on duty for five (5) hours. The length of time for such meal period shall be for a period of no longer than thirty (30) minutes and shall be scheduled for full-time unit members at or about the midpoint of each work shift. A unit member required to work or be available during a lunch period shall receive pay consistent with applicable law. Unit members working at least three and one-half (3.5) to six (6) hours per day shall receive a ten (10) minute paid rest period. Unit members working six (6) to ten (10) hours per day shall receive two (2) ten (10) minute paid rest periods. The rest period shall be scheduled as near to the middle of the applicable work period.

#### 6.2.3 Overtime Defined

Overtime is defined to include any time required to be worked in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in any calendar week, in order to complete assigned duties. Unit members may not work overtime without the prior written authorization of the Executive Director or designee.

#### 6.2.4 Compensation for Overtime

All hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half (1.5) times the unit member's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the unit member's regular rate of pay. Shift and special assignment differentials regularly received by the unit member for actual time worked shall be included in determining his/her regular rate of pay.

#### 6.2.5 Equitable Distribution of Overtime

MCA shall attempt to distribute overtime equitably amongst unit members in each classification on a rotation basis.

#### 6.2.6 Call Back/Reporting Time Pay

An employee who is called back to work outside of his/her regular work hours, or report for work as scheduled or at MCA's request but is not put to work, or is given less than half of the additional hours he/she was scheduled for or usually worked, shall be guaranteed a minimum of two (2) hours pay.

## **ARTICLE VII – EVALUATION**

The terms of this Article shall not be interpreted in any manner which alters or is inconsistent with the rights and obligations in the article of this Agreement addressing Employment Status. The primary purpose of evaluations shall be for the improvement of employment skills, and all evaluations shall be conducted in good faith and in accordance with the provisions of this Agreement.

7.1 Unit members shall be evaluated by no later than June 1 per the applicable form at Appendix B.

7.2 Probationary unit members as defined by Article 9 shall be formally evaluated once annually by no later than thirty (30) days prior to the end of the unit member's probationary period.

7.3 The MCA evaluator and the unit member will sign a copy of the evaluation. The signature of the unit member shall indicate receipt of the document, not necessarily agreement therewith.

7.4 The unit member shall have ten (10) working days to review the evaluation and add a written response. Any written response of the unit member to the evaluation shall be attached to the evaluation and included in the unit member's personnel file.

7.5 In the event of an unsatisfactory evaluation, the evaluator shall assist the unit member in correcting any cited deficiencies. Such assistance may include, but not be limited to, the following:

- a. Specific recommendations for improvement.
- b. Direct assistance to implement the recommendations.
- c. Provision of any additional resources to be utilized to assist with improvement.
- d. Techniques and means of measuring improvement.
- e. Time schedule to monitor progress.

7.6 SEIU and representatives from MCA shall form a task force/committee to meet and discuss possible revisions to the evaluation article and evaluation forms as needed.

## **ARTICLE VIII - SAFETY CONDITIONS**

8.0 MCA, the Union, and employees agree to comply with all state and federal regulations, including the California Occupational Safety and Health Act, in regard to safe and healthful working conditions at the work site.

8.1 The Union agrees that employees shall comply with all reasonable safety rules and regulations when they are made known. Further, the Union recognizes the employee's duty to utilize safe working procedures and to report safety hazards and unsafe conditions to his/her immediate Supervisor. MCA shall provide and make available appropriate safety equipment and gear. MCA shall not require an employee to work in conditions, which can be shown to be unsafe, unhealthy, and/or hazardous.

8.2 The Union will encourage employees to maintain safe working conditions and to improve the cleanliness of all departments, machinery, equipment, and facilities used by the employees so that the safety of all workers may be assured.

8.3 One (1) Union Steward may be granted released time to accompany a CAL-OSHA representative and management representative conducting an on-site, walk around safety inspection.

8.4 No employee will be discriminated against in any way for reporting any real or potentially unsafe condition.

8.5 Training shall be provided to Operations-Support Service employees in the safe use of power hand tools, equipment, and hazardous chemicals, which such employees encounter on the job.

8.6 MCA and the Union shall form a School Safety Committee composed of SEIU Local 99 employees, other collective bargaining unit employees, and Management employees to determine the status of safety issues. The composition, meeting schedule and agenda of the committee shall be determined by the committee.

8.7 MCA shall provide First Aid Kits accessible to employees in Maintenance, Cafeteria, Classrooms, Playground, and other major organizational areas.

## **ARTICLE IX - EMPLOYMENT STATUS**

### **9.1 Non-Discrimination**

Neither MCA nor SEIU shall discriminate against any unit member on the basis of race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, or any other consideration made unlawful by federal, state, or local laws

### **9.2 Employment Rights**

The employment rights outlined herein shall not apply to playground aides or teacher assistants. All playground aides and teacher assistants shall remain employed on an at-will basis, meaning that employment may be terminated at any time, with or without cause or advance notice.

During the first year of employment with MCA, all other employment at MCA is on a probationary basis. During this probationary term, the unit member may be released from employment without cause. Annual non-renewal of employment during the first year of employment will be on an at-will basis. This means either party may terminate employment at the end of a contract year without advance notice or cause.

Should a unit member be offered an employment contract for the second consecutive year of employment with MCA, the contract shall be a fixed-term annual contract, but suspension without pay or termination during the term of employment may only be for cause as defined herein. Annual non-renewal of such post-probationary unit members may only occur if the unit member's annual evaluation is unsatisfactory and notice of non-renewal is provided no later than thirty (30) days prior to the end of the unit member's assignment.

Charter revocation or nonrenewal shall terminate any and all employment rights consistent with the effective date of revocation or nonrenewal of the charter.

### **9.3 For Cause Discipline**

9.3.1 In addition to its right to release or non-renew unit members as outlined above, MCA may also suspend without pay or terminate a unit member for cause at any time. The following independently or collectively are causes for discipline:

- Unsatisfactory performance as determined by this Agreement's evaluation procedures;
- Dishonesty or fraud, including any falsifying of time sheets, employment records, employment information, or other School records;

- Theft or deliberate or careless damage or destruction of any School property, or the property of any employee or student;
- Fighting or instigating a fight on School premises
- Improper or unauthorized use/removal of School property or funds;
- Possession of any firearms or any other dangerous weapons on School premises at any time;
- Possession or use of any intoxicant on School grounds, including alcohol or controlled substances (unless such substances are supported by a valid prescription);
- Conviction of any felony or crime of moral turpitude;
- Insubordination, including but not limited to failure or refusal to obey the reasonable orders or instructions of a supervisor or member of management;
- Absence without authorized leave or abuse of leave privileges;
- Excessive absenteeism or tardiness, excused or unexcused;
- Unprofessional conduct including, but not limited to use of profane, abusive or threatening language toward another or violation of staff/student professional boundaries;
- Violating any safety, health, security or School policy, rule, or procedure or engaging in any conduct which risks injury to the employee or others;
- Committing of or involvement in any material act of unlawful discrimination or harassment of another individual;
- Failure to maintain appropriate credential/certificate required for the position;
- Release of confidential information without authorization;
- Abandonment of position; and
- Habitual disrespectful treatment of the public, students or other staff members.

### 9.3.2 For Cause Suspension or Dismissal Process

a) Suspension or dismissal shall be initiated in writing by the Executive Director of MCA by providing Notice of Recommended Discipline (“Recommendation”) and serving such Recommendation upon the unit member in person or by certified mail. A copy of the Recommendation shall also be provided to the SEIU representative. The Recommendation shall contain a statement, in ordinary language, of the factual basis upon which the disciplinary action is based, any rule or regulation alleged to have been violated, and the proposed penalty. The unit member shall also be given a copy of any documentary materials upon which such action is based and a statement of the unit member’s right to respond, verbally and in writing, within five (5) working days prior to the proposed discipline being imposed, unless by agreement of both the Executive Director and the unit member, this deadline is extended. Following this period, the Executive Director may provide Notice of Discipline to be served upon the unit member in person or by certified mail.

b) If the unit member wishes to appeal the imposition of disciplinary action to the Board of MCA, the appeal must be filed with the office of the Executive Director within ten (10) work days from the time the Notice of Discipline is served on the unit member. The appeal must be made in writing and delivered to the office of the Executive Director. The unit member shall be entitled to appear personally before

the Board to present any evidence or testimony to contest the Notice of Discipline. This appeal to the Board is not an evidentiary hearing. If the unit member chooses to be accompanied by legal counsel or a Union representative at such meeting, the unit member shall bear any cost therein involved. Within ten (10) work days of the appeal meeting, the unit member shall be provided a written decision setting forth the decision of the Board.

During the pendency of any disciplinary proceedings, the School reserves the right to place the unit member on paid administrative leave status.

### 9.3.3 Reference to or Reliance upon the Education Code

The parties expressly agree that the Education Code provisions for classified discipline (suspension or dismissal) and interpreting case law do not apply to MCA.

## 9.4 Layoff

9.4.1 This section shall not be interpreted in a manner which is inconsistent with the rights of unit members as enumerated above in "Employment Status."

9.4.2 Layoffs may occur due to lack of work and/or lack of funds.

9.4.3 Notice of layoffs will be given forty-five (45) prior to the effective date of the layoff.

9.4.4 The order of layoff shall be based on seniority by class. An employee who has been employed the shortest time in the class shall be laid off first. Seniority shall mean date of hire in the affected classification and will include any time in higher classifications. If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off first will be made on the basis of the greater MCA hire date seniority. If MCA hire date seniority is equal, the determination shall be made by lot.

9.4.5 An employee laid off from his/her present class may bump into the next lower class in which the employee has greatest seniority. To exercise bumping rights, the employee must notify the Executive Director in writing not later than ten (10) calendar days after receiving notice of layoff.

9.4.6 If a unit member is given a notice of layoff and his/her position is still viable before or after the start of the school year, MCA must offer the unit member the right to that position. The right to this position shall be applicable for the next school term.

## 9.5 Reemployment

9.5.1 Employees may be reemployed to a position for which they are qualified in reverse order of layoff when a vacancy occurs for up to twelve (12) months from the



day of layoff, or the number of months whereby Unemployment Insurance coverage is provided by the State of California. In the event an employee on the reemployment list refuses an employment offer, he/she will be removed from the list.

9.5.2 Each employee on the reemployment list shall be required to provide MCA in writing with a current address to which a letter of reemployment may be sent.

9.5.3 If a reemployment opportunity exists, MCA shall mail such a letter to the employee, certified mail, return receipt requested.

9.5.4 An employee offered a reemployment opportunity must notify MCA in writing of his/her decision within five (5) days of receipt of MCA's offer.

## **ARTICLE X - LEAVES OF ABSENCE**

### **10.1 Sick Leave**

10.1.1 Full-time unit members shall be entitled to one (1) day of sick leave per contracted month of employment. Unit members who work less than full-time shall be entitled to sick leave on a prorated basis. Employee shall be credited with their total sick leave at the beginning of the school year. If an employee is paid for more than the sick leave days to which he/she is entitled, or separates from employment prior to accruing sick leave taken in advance, the employee shall be required to refund to MCA the overpaid salary.

10.1.2 Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, siblings, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

10.1.3 Unused sick leave shall accrue from year to year.

10.1.4 Any sick days accumulated but unused, if applicable, will be transferred to a public school employer upon separation from employment. Unit members will not be paid for unused sick time upon separation from employment. Upon retirement, the unit member's accrued sick leave, if any, may be applied towards service credit in accordance with the Public Employees' Retirement System ("PERS") regulations.

10.1.5 Unit members must call their supervisor as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day in order to permit MCA time to secure a substitute as needed. Unit members may report their absence as a one-day only absence. If the absence needs to be extended, the unit member needs to notify their supervisor as soon as possible. For absences of three (3) consecutive work days or more, MCA may require a medical certification. If requested, unit members may be expected to present a medical certification certifying the unit member's fitness to return to duty after an illness/injury.

### **10.2 Personal Necessity Leave**

10.2.1 A unit member may use up to six (6) days of sick leave for personal necessity leave per year.

10.2.2 Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the unit member's immediate family (this is in addition to Bereavement Leave), an accident involving the unit member's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for a unit member who is the parent of the child to be absent from his/her position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the work day.

10.2.3 Unit members shall submit a request for use of personal necessity leave to their immediate supervisor at least three (3) days prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Unit members are not required to disclose the reason for personal necessity leave unless utilizing it for three (3) consecutive days in a year.

### 10.3 Vacation Leave

Full-time unit members shall annually earn vacation as follows:

- 1-2 years 0 days
- 3-4 years 10 days
- 5-14 years 15 days
- 15 years 20 days

Unit members who work less than full-time shall be entitled to vacation leave on a prorated basis. Vacation shall accrue up to a cap of what the unit may earn in eighteen (18) months. Once the cap is reached, the unit member shall not accrue any further vacation leave until some vacation leave is used. Vacation may not be taken before it is accrued. Any vacation time taken during the school year or otherwise should be coordinated and cleared by the unit member's supervisor subject to scheduling and seniority. No request for vacation shall be unreasonably denied. Unit members shall be paid for any accrued/unused vacation upon separation from employment.

## **ARTICLE XI - GRIEVANCE PROCEDURES**

11.0 Definitions: A grievance is a claim by the unit member, unit members or the Union that a provision of this Agreement has been violated or misapplied with respect to that unit member, or members, such that it resulted in an adverse consequence to the unit member(s). All other claims, such as violations of statute, individual employment agreements, charters, board policies, personnel policies or employee handbooks, shall be outside the terms of this grievance procedure. Failure by a grievant to follow the timelines or requirements in any step of this Article shall render the grievance withdrawn and shall be construed as a waiver of the party's rights under this procedure.

(A) If the same grievance or essentially the same grievance is filed by more than one employee, then one employee may process the grievance under this Article on behalf of the other involved grievants. The final determination of that grievance shall apply to the other pending grievances.

(B) At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by a Union representative. A grievant shall also be entitled to represent his or her self. By mutual agreement, other persons such as witnesses to the facts upon which the grievance is based may also attend grievance meetings.

(C) When a grievant is not represented by the Union, MCA shall not agree to a final resolution of the grievance until the Union has received a copy of the grievance, been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter, provided, however, that the grievance may be withdrawn by the grievant at any time which shall terminate the grievance procedure.

(D) Released Time for Employees: Grievance meetings and hearings will be scheduled by MCA at mutually convenient times and places during the employee work hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during work hours, reasonable employee released time without loss of salary will be provided to the grievant, Shop Steward, and to any witness who attends by mutual agreement.

(E) Effect of Time Limits: If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If MCA fails to respond to the grievance in a timely manner at any step, the running of its time limit shall be deemed a denial of the grievance and termination of the step in question, and the grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.

(F) "Day" Defined: A "day" for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, and legal (or school) holidays.

11.1 Informal Discussion: Before filing a formal written grievance under Step One, a grievant must attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor or responsible administrator and discussing the grievance with him or her. The written grievance must be filed within the time limits required under Step One, whether or not the grievant is able to utilize these informal efforts.

11.2 Step One: If the grievance is not resolved informally, a unit member having a grievance shall present the grievance in writing to his or her site administrator or immediate supervisor within fifteen (15) work days of the event or condition giving rise to the grievance. The grievance shall clearly state all of the following: (1) the specific provisions of the Agreement alleged to have been violated, (2) the specific facts of the alleged violation, and to the extent known dates, and names of witnesses, (3) the adverse consequence resulting to the unit member, or union and (4) the remedy requested by the grievant. The site administrator or immediate supervisor shall meet with the unit member and shall provide a written response within seven (7) working days of the meeting.

A. If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator, the grievance may, if the grievant desires, be filed with the administrator who has such responsibility and authority.

11.3 Step 2: If the unit member is not satisfied with the response at Step 1, he/she shall, within five (5) work days of the receipt of the written response at Step 1, notify the Executive Director that a grievance has been denied or unresolved by the administrator or immediate supervisor. The Step 2 grievance shall specifically state any portions of the Step 1 response disputed by the grievant. If not resolved, the Executive Director will convene a meeting with the grievant within seven (7) work days of receipt. Any resolution shall be put in writing. The Executive Director shall provide a written response within seven (7) work days of the meeting.

11.4 Step 3: If the unit member is not satisfied with the response at Step 2, he/she shall, within five (5) work days of the receipt of the written response at Step 2, notify the Board President that a grievance has been denied or unresolved by the Executive Director. The Step 3 grievance shall specifically state any portions of the Step 2 response disputed by the grievant. If not resolved, the Board will convene a meeting with the grievant within seven (7) work days of receipt. Any resolution shall be put in writing. The Board shall provide a written response within seven (7) work days of the meeting.

11.5 Request for Arbitration: If the Union is not satisfied with the decision at Step 3, the Union with the concurrence of the grievant, may submit the matter to the

Executive Director for an Arbitrator. This request must be made within five (5) days after the termination of Step 3.

11.6 Arbitration: Within five (5) days from the date the request for an Arbitrator is received by the Executive Director, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of an Arbitrator. The Arbitrator may be jointly agreed upon by the parties or shall be selected from a permanent list of arbitrators that may be revised at any time by mutual agreement. The arbitrator selected from a permanent list shall be chosen by alternately striking names until one remains.

The party who strikes the first name shall be determined by lot. If the Arbitrator indicates that he/she will not be available for hearing within a reasonable time not to exceed sixty (60) days, the parties shall proceed to select another Arbitrator as indicated above.

11.7 The hearing shall be under the direction of the Arbitrator who shall conduct all matters in accordance with the rules and procedures prescribed in Section 11513 of the Government Code except as otherwise indicated in this Article. Arbitration hearings shall be private with attendance limited to the parties to the grievance and their representatives, if any, and witnesses while testifying.

11.8 The parties shall exchange lists of proposed witnesses not later than five (5) days prior to the first date of the hearing. Neither party shall communicate with the Arbitrator without first contacting the other party to explain the purpose of the intended communication.

11.9 Unless the parties mutually agree otherwise, a hearing shall be scheduled within sixty (60) days from selection of the arbitrator, but shall not be scheduled during the summer or off track time. The decision shall be issued within thirty (30) calendar days after final submission of the case. Arbitrators who fail to meet the deadline for decision shall, unless the parties have mutually extended this deadline, be deemed ineligible for selection for new cases until such time as the decision is submitted.

11.10 Limitations Upon the Arbitrator: The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, but shall only determine whether an express term of the Agreement has been violated as alleged in the grievance. Past practice of the parties in interpreting and applying the terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by revision, addition or detracting) of the terms of this agreement. The Arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement or to grant a remedy exceeding that sought by the grievant.

(A) Effect of Arbitration Award: The Arbitrator's decision shall be final and binding upon the grievant(s), MCA and the Union.

(B) Except as provided above, a final and binding award which determines the merits of a dispute shall be conclusive on the grievant(s), MCA and the Union in any subsequent proceedings, including disciplinary and termination proceedings.

(C) Expenses: All fees and expenses of the Arbitrator shall be shared equally by the Union and MCA. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

(D) Rescheduling/Cancellation Expenses: All fees and expenses of the Arbitrator incurred as the result of rescheduling or cancellation shall be paid by the requesting party, unless otherwise mutually agreed.

11.11 Grievance Files: MCA shall maintain a file of all grievance records and communications separate from the personnel files of the grievant(s), and grievance documents and decisions shall not be included in the personnel file unless it is reasonably necessary or appropriate to do so. Any evaluation which is sustained through the grievance procedure may be placed in the employee's personnel folder.

11.12 No Reprisals: There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

## **ARTICLE XII - WAGES/BENEFITS**

### **12.1 Compensation**

12.1.1 The wages and salaries for unit members shall be as set forth in Appendix A.

12.1.2 When a unit member serves in a higher classification on a temporary basis for another classification, the unit member shall receive the rate of pay for the higher classification.

### **12.2 Benefits**

12.2.1 An employee is eligible for medical coverage if he or she is a regular employee working for the School at least thirty (30) hours per week on average. Eligibility for and duration of health and welfare benefits shall be in accordance with the applicable health benefits plan(s) and applicable law.

a. Either MCA or SEIU may reopen negotiations over medical benefits by delivering written notice to the other party.

12.2.2 MCA will continue to provide the following benefits (or reasonable equivalent) to full- time employees, their spouses or qualified domestic partners (as defined by the State of CA), and their qualified dependents, at MCA's cost:

- Kaiser – High (100%)
- Anthem Blue Cross Select HMO – High (100%)
- Anthem Blue Cross PPO – High (see 14.1.2)
- Deltacare HMO or PPO 2000
- VSP Vision
- \$25,000 Group Term Life Insurance

12.2.3 The parties recognize that plan providers (i.e., insurance companies) are free to change the names of the plan as well as plan benefits/coverages; in such event, subject to negotiations, MCA will make the closest available plan available.

12.2.4 Unit members who choose the Anthem Blue Cross PPO plan shall pay the difference between that plan and the costlier of the two available HMO plans unless the PPO plan selection is cheaper than the HMO plan.

12.2.5 At least once annually, prior to the open enrollment period, MCA may schedule a staff-wide presentation by the insurance provider to provide information and answer questions about plan options, costs and benefits at SEIU's request.

12.2.6 Qualified full-time employees who retire from MCA receiving a PERS allowance for either age or disability shall be eligible to continue MCA-paid hospital/medical, dental and vision coverage in which the employee was enrolled at



the time of retirement. For the purposes of this section, qualifying years consist of school years in which the employee was in paid status for at least 100 full-time days and was eligible for MCA-paid insurance coverage. The following shall not count toward, but shall not constitute a break in the service requirement: (a) time spent on authorized leave of absence and, (b) any time intervening between resignation and reinstatement with full benefits within thirty-nine (39) months of the last day of paid service. The employee must meet the following requirements:

- a. Employees hired prior to March 11, 1984 - Retirees with at least five (5) consecutive years of service immediately prior to retirement qualify for lifetime MCA-paid health benefits.
- b. Employees hired on or after March 11, 1984, but prior to July 1, 1987 - Retirees with at least ten (10) consecutive years of service immediately prior to retirement qualify for lifetime MCA-paid health benefits.
- c. Employees hired on or after July 1, 1987, but prior to June 1, 1992 - Retirees with at least fifteen (15) consecutive years of service immediately prior to retirement, or at least ten (10) consecutive years immediately prior to retirement plus an additional ten (10) years that are not consecutive, qualify for lifetime MCA-paid health benefits.
- d. Employees hired on or after June 1, 1992 - Retirees with years of age and of service totaling eighty (80), with at least ten (10) consecutive years of service immediately prior to retirement, qualify for lifetime MCA-paid health benefits.
- e. Employees hired on or after March 1, 2007 - Retirees with years of age and of service totaling eighty (80), with at least fifteen (15) consecutive years of service immediately prior to retirement, qualify for lifetime MCA-paid health benefits.
- f. Employees hired on or after April 1, 2009 - Retirees with years of age and of service totaling eighty-five (85), with at least twenty-five (25) consecutive years of service immediately prior to retirement, qualify for lifetime MCA-paid health benefits.
- g. In order to maintain coverage, the retiree must continue to receive an STRS/PERS allowance and must enroll in those parts of Medicare for which eligible.
- h. Dependents, as defined by the medical plan provider, may be enrolled.

12.2.5 MCA shall provide retirement benefits through CalPERS, subject to applicable law.

## **ARTICLE XIII - PROFESSIONAL GROWTH**

### **13.1 Purpose**

The purpose of the Professional Growth Program is to provide educational and training opportunities for unit members to acquire and refine job related skills and abilities that will result in employees' providing the highest quality service to MCA within their current job classification and to enhance unit members' promotional opportunities within the classified service. The Program will reward unit members with additional compensation for continued growth and development in their positions.

### **13.2 Eligibility**

All permanent unit members shall be eligible to participate in the Program; however, a salary increment will not be awarded until the unit member has completed three (3) continuous years of service as a regular employee, except for Teacher Assistants as provided in Section 14.8 below. Sections 14.3 through 14.7 shall apply to all unit members who are not employed as Teacher Assistants.

### **13.3 Approval**

13.3.1 It is the responsibility of unit members to request and file approval forms (provided by MCA) for Professional Growth credit and submit all documents required for verification of course credit. Documentation must include a detailed course description and/or syllabus describing the course content.

13.3.2 Professional Growth Program approval forms are obtained from and returned to MCA Human Resources. Unit members should complete and submit their approval forms prior to beginning their course of study.

13.3.3 Course approval is granted by the Executive Director. If a unit member elects to participate in the program without receiving prior approval she/he assumes the risk of not receiving Professional Growth point credit. Approval or disapproval of requested course credit and/or hours shall be made within fifteen (15) working days of the submission of the request to the Executive Director.

### **13.4 Professional Growth Credit**

13.4.1 One (1) point per semester unit for approved, accredited college, university, adult, trade and/or correspondence school classes.

13.4.2 Quarter unit courses will be converted to semester units at the rate of one (1) quarter unit equaling two-thirds (2/3) of a semester unit.

13.4.3 When a semester or quarter units are not specified:

- fifteen (15) hours of class time = one (1) point;
- seven and one-half (7-1/2) hours = one-half (1/2) point;
- five (5) hours = one-third point.

This includes job related workshops and organized professional seminars and conferences that unit members attend during their non-working hours. A MCA subsidy, except for tuition reimbursement as provided in this Agreement, negates the unit member's eligibility for credit.

13.4.4 Credit toward professional growth shall be given only once for each course title, unless the repeated course is an upgraded version of the prior course and requires the learning of a new set of skills.

13.4.4.1 Requests for exceptions must be submitted in writing by the unit member to the Executive Director. His/her decision shall be considered final and is not subject to the grievance procedure.

13.4.5 Any course work taken prior to the original hire date of the unit member shall not be counted or applied toward professional growth credit.

13.4.6 Each course/workshop submitted for professional growth credit, must include some demonstration of final course mastery. Such demonstration shall include at least one of the following:

- A. Final Examination
- B. Final Project or paper
- C. Student Portfolio Assessment
- D. Final Course Grade/Transcript
- E. Official Certificate of Completion
- F. Other means of assessment developed by the unit member and instructor and approved by the Executive Director or designee.

13.4.6.1 If a course grade is given, student must attain a grade of C/Pass or better in order to have the course considered for Professional Growth credit.

13.4.7 Of the ten (10) points needed to receive one Professional Growth Program Increment (per 13.5.1), at least eight (8) points must come from training related directly and specifically to skills required in positions offered within the MCA. The remaining two (2) points may come from training which is not otherwise directly and specifically related to skills required in positions offered within the MCA.

13.4.8 Training which is related directly and specifically to skills required in positions offered within MCA may include job related workshops and organized professional seminars and conferences that unit members attend during their non-working hours. An MCA subsidy negates the unit member's eligibility for credit, except for tuition reimbursement as provided in this Agreement.

13.4.9 Every six (6) months, MCA shall provide to the union a Professional Growth report that will include, but is not limited to, a detail of the courses approved and denied and shall identify the classifications of unit members participating in the Professional Growth Program.

### 13.5 Awarding of Increments

13.5.1 One (1) Professional Growth Program increment will be awarded after the unit member has accrued ten (10) approved and verified points. Any points earned beyond the necessary ten (10) points may be carried into the next increment period.

13.5.2 To receive payment a unit member must complete three (3) continuous years of MCA service. After the first increment has been awarded, a unit member may receive additional increments. However, no more than one (1) increment per three (3) continuous years of service shall be awarded, up to a maximum of three (3) increments. The Professional Growth Program increment shall be included in the unit member's salary in the month following completion of the course credit, provided that verification of completion, per Article 14.4.7, is submitted by the unit member by the 15th of the previous month.

13.5.3 Each permanent unit member who qualifies will receive a two percent (2%) salary increase for each professional growth increment, up to a maximum of three (3) increments.

### 13.6 Official Records

Each unit member's permanent Professional Growth record showing his or her accrued points, together with pertinent verification and approval, shall be kept in the Human Resources office.

### 13.7 Professional Growth and Training Committee

An ad-hoc committee shall be formed on or before October 1st of each school year. The committee's purpose shall be to suggest topics or subjects and to monitor quality and quantity of both Professional Growth and on-the-job training courses for classified employees. These training programs may be offered within or outside MCA.

13.7.1 On or before July 1st of each school year, the Leadership Team shall provide an initial master calendar of all in-service trainings scheduled for the upcoming year, which may be attended by classified unit members. This information shall be shared with the Professional Growth and Training Committee for incorporation into their work.

13.7.2 On or before November 1st of each year, the Professional Growth committee shall present its recommendations for additional in-service trainings to the Leadership Team.

13.7.3 The Leadership Team may modify the in-service training calendar as needed throughout the year, and shall provide appropriate, timely notice of such changes to the members of the bargaining unit.

13.7.4 The master schedule/calendar shall contain at least five (5) trainings/courses that may be taken during non-working hours, which may be taken and applied toward Professional Growth credit.

### 13.8 Teacher Assistants

13.8.1 All Teacher Assistants are, on a continuing basis, required to enroll and successfully complete college courses.

13.8.2 Annual 12 Unit Minimum Requirement: All units must be commenced and successfully completed within the fiscal year (July 1 to June 30). Units required are twelve (12) semester units (or quarter unit equivalent). This requirement shall be adjusted in the case of those who are in paid status (whether due to late start or approved leave) for less than 75% of the school year: if less than one-half year, no specific number of units is required; if one-half or more up to 75%, six (6) units are required.

a. Units must be certified as counting toward a baccalaureate degree and teacher credential. Post-baccalaureate units toward a degree applicable to the teaching profession or toward the teacher credential also count toward this requirement. Post-baccalaureate units leading toward a profession other than teaching do not count.

b. Current employees who wish to qualify to become a Teacher Assistant must submit a certified transcript or valid certificate from the college verifying completion of twelve (12) qualifying units.

c. Employees who have completed all educational requirements for a baccalaureate degree and California teaching credential may continue as Teacher Assistants provided they continue to participate in CBEST preparation classes.

### 13.8.3 Grace Period

A one (1) semester grace period shall be allowed once in each employee's career for those who fall short of the annual requirement for a given year. The employee may use the period of time up to the end of the first semester of the subsequent school year as a grace period to make up the shortage. If this is not done, the employee may not continue to be employed as a Teacher Assistant. The make-up units completed in the grace period count only toward the previous year's requirement; the current year's requirement must be satisfied in addition to the make-up units.

#### 13.8.4 Experience Credit

a. When seeking employment as an MCA teacher, a TA shall receive credit as described below for Teacher Assistant experience provided that openings exist within the employment status category in the subject/level for which application is made, and provided that the applicant has (1) obtained a baccalaureate degree, (2) passed CBEST, (3) achieved appropriate units/credential, (4) obtained health and fingerprint clearance, and (5) complied with all legal requirements. For example, by law, no emergency credentials can be issued to applicants if fully credentialed teachers are available.

b. The MCA Certificated Recruitment/Selection Section will add an indicator to the teacher application and interview forms to show that the applicant is a Teacher Assistant. Certificated Recruitment/Selection staff, in evaluating the Teacher Assistant for employment approval, will credit the applicant with the Teacher Assistant experience which will be integrated into the overall evaluation for employment approval. This credit will be given to applicants who are fully credentialed as well as applicants for shortage fields who will need emergency credentials.

c. Teacher Assistants who meet all requirements and have successfully completed the qualifying process and been approved for employment will be given priority, within the employment status category and within staff integration guidelines, to interview for openings in the subject/level for which qualified.

d. It is anticipated that the foregoing will, as a practical matter, give Teacher Assistants an advantage over many outside teacher applicants. However, selection as a teacher is not guaranteed. An applicant who fails to qualify for a teacher position may request a review of the selection committee evaluation. If an unsuccessful applicant wishes to pursue this remedy, the request must be in writing to the Executive Director within thirty (30) days of the receipt of the notification letter. This is the sole remedy for any disputes arising under this Section 2.3.

## **ARTICLE XIV - MISCELLANEOUS PROVISIONS**

### **14.1 Savings**

14.1.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

14.1.2 It is further agreed that within fifteen (15) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

### **14.2 Statutory Changes**

14.2.1 Improvements in benefits included in this Agreement, which are brought about by applicable amendments or additions of statutory guarantees now provided in California or federal law to California charter schools, shall be incorporated into this Agreement.

14.2.2 Reduction or elimination of benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within fifteen (15) working days of such amendment or repeal to negotiate whether or not such amendments or repeals shall be incorporated into this Agreement. Absent an agreement, no reduction or elimination of statutory guarantees of benefits included in this Agreement shall apply.

### **14.3 Maintenance of Standards**

14.3.1 MCA shall not unilaterally reduce or eliminate any benefits or professional advantages, which were enjoyed by unit members as of the effective date of this Agreement.

14.3.2 The parties to this Agreement shall not interpret or apply this Agreement, any of its terms, or the work rules, which implement this Agreement in a manner that is inconsistent with applicable law and/or EERA regulations.

### **14.4 Modification or Waiver of Provisions**

14.4.1 The Parties to this Agreement recognize that there may exist circumstances where specific modifications or waiver of provisions may be mutually deemed desirable. Such agreements to modify or waive provisions shall be specific as to the provisions affected, set forth in writing, signed and dated by the parties.

### **14.5 Subcontracting**

14.5.1 The parties to this Agreement recognize that the duties and work performed by the bargaining unit described herein shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit.

#### 14.6 Assignability

##### 14.6.1 Agreement Assignability

This Agreement is assignable. MCA agrees that no merger, affiliation, change of affiliation, change of employer, or transfer of employees shall occur without a guarantee and written agreement from any new, subsequent, or successor employer that all provisions of the SEIU/MCA Agreement shall remain in full force and effect as a precondition of any such change, merger, or transfer, and that any new, subsequent, or successor employer shall be bound in every respect to the provisions of the SEIU/MCA Agreement.

##### 14.6.2 Reasonable Involvement

Other terms and conditions of the assignment of this Agreement shall be developed with reasonable involvement of SEIU. Reasonable involvement shall be defined as providing for a meaningful exchange of proposals and counterproposals, in writing. MCA shall only take final action regarding other terms and conditions of the assignment of this Agreement after such involvement.

##### 14.6.3 Dispute Resolution

Should a dispute arise regarding this section, the parties agree that no later than ninety (90) days following the filing of a grievance, the parties shall submit the dispute to expedited arbitration under the expedited rules of the American Arbitration Association. Pending final resolution of such an expedited arbitration, status quo regarding the terms and conditions of employment under the MCA/SEIU Agreement shall be maintained.

#### 14.7 Non-Discrimination

Neither MCA nor SEIU shall discriminate against any unit member on the basis of age, race, creed, color, national origin, ethnicity, gender, marital status, sexual orientation, disability status or any other basis protected by applicable law.



## **ARTICLE XV – NEGOTIATIONS PROCEDURES**

### 15.1 Initial Proposals

No later than the scheduled Board Meeting in May of the year in which this agreement expires, the Union shall submit its initial proposals for reopeners or a successor agreement to the Board of Trustees.

### 15.2 Good Faith Negotiation

The parties shall meet and negotiate in good faith on negotiable items on reopeners or a successor agreement beginning no later than July 30th of the year in which this Agreement expires. Any agreement reached between the parties shall be reduced to writing and signed by them.

### 15.3 Distribution of Ratified Agreement

Within forty-five (45) days of ratification of the Agreement by both parties herein, the Board shall have sufficient copies, prepared and delivered to the Union for distribution to each unit member in the school.

### 15.4 New Bargaining Unit Members

The Union shall be responsible for providing a copy of the negotiated Agreement to all new bargaining unit members.

### 15.6 Term

This Agreement will be in effect from July 1, 2019 to June 30, 2022, with each party able to open salary, benefits and two reopeners (Articles) for the 2020-2021 and 2021-2022 school years.

Salary Table, effective 7/1/2019

<b><u>CLASSIFICATION</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>
Cafeteria (206 days)	\$13.75	\$14.75	\$15.75	\$16.25	\$16.75	
Custodian (250 days)	\$13.75	\$14.75	\$15.75	\$16.25	\$16.75	\$17.25
Teacher Assistant (182 days)	\$13.85	\$14.85	\$15.85	\$16.35	\$16.85	
Supervision Aide (182 days)	\$13.75	\$14.75	\$15.75	\$16.25	\$16.75	
Instructional Aide (182 days)	\$15.75	\$16.50	\$17.50	\$18.50	\$19.75	
Special Education Assistant (186 days)	\$19.75	\$21.00	\$22.25	\$22.75	\$23.50	\$24.25
Computer Lab Instrctnal Aide (222 days)	\$19.50	\$21.00	\$22.50	\$23.50	\$24.50	\$25.25
Computer Technologist (230 days)	\$31.00	\$32.00	\$33.00	\$34.00	\$35.00	\$37.57