

**MADERA UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS LOCAL CHAPTER
NO. 169**

TENTATIVE AGREEMENT

November 4, 2020

The Madera Unified School District ("District") and the California School Employees Association and its Local Chapter No. 169 ("CSEA") hereby enter into a tentative agreement related to the parties' 2019-2020 successor CBA negotiations. Additions to current contract language are reflected in bold, underlined text and proposed deletions are reflected with a "strikethrough".

ARTICLE II

AGENCY SHOP ORGANIZATIONAL SECURITY

2.1 Dues Deductions

- 2.1.1 ~~It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's legal right to require every bargaining unit worker, except those exempt from these provisions, to pay — a fair share of the cost of collective bargaining activities.~~

The Association shall have the sole and exclusive right to receive the payroll deduction for membership dues at the CSEA established rate.

- 2.1.2 ~~No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following (30) calendar days after the employee first comes into the bargaining unit.~~

The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days after such submission.

- 2.1.3 ~~Any employee who is a member of a religious body whose traditional tenets or teaching include objections to joining or paying service fees to employee — organizations, shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such employee shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of — Title 26 of the Internal Revenue Code:~~

~~Madera United Way~~

~~American Cancer Society~~

~~Madera Educational Foundation~~

District shall deduct in accordance with the Association dues scheduled as provided by the Association, dues from wages of all classified employees in the bargaining unit who are members of CSEA.

2.1.4 The District shall refer all classified employees to the Chapter President or Labor Relations Representative for any questions regarding dues deductions.

2.1.5 The Association certifies that it shall maintain employee written authorization for deduction of membership dues. The District shall only make changes to payroll deductions for new or current bargaining unit members when provided with written authorization from the Association.

2.2 Dues and Service Fee Deductions Hold Harmless Provisions

~~2.2.1 CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer for employees in the bargaining unit.~~
The California School Employees Association agrees to hold the District and its agents and officers harmless and indemnify the District from any and all liability, harm, cause of action arising from the membership dues deduction provisions contained herein.

~~2.2.2 Subject to the terms of this Article, the employer shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the district. Such authorizations shall remain in effect for the duration of this agreement, except as otherwise provided herein.~~
The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

~~2.2.3 In the event an employee revokes a dues authorization, or fails to make arrangements ——— CSEA for the direct payment of service fees, pursuant to Education Code 45168 (b), the District shall deduct service fees until such time as CSEA notifies the District that arrangements have been made for the payment of such fees.~~

~~2.2.4 The employer shall forward to CSEA monies so deducted within the normal ——— warrant process period as established by the Madera County Department of Education except that the employer shall pay to the designated charity sums — deducted in lieu of service fees from the wages of employees who qualify for the ——— religious exemption pursuant to this agreement. The District reserves the right to implement an administrative fee for the implementation of this article.~~

~~2.2.5 Along with each monthly payment to CSEA, the employer shall furnish CSEA with an alphabetical list of all employees in the bargaining unit, identify them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees, or charitable contributions.~~

~~2.2.6 Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.~~

~~2.2.7 The employer shall within ten (10) days notify the CSEA Chapter Treasurer if any member of the bargaining unit revokes a dues, service fee, or payment in lieu of service fee deduction authorization.~~

~~2.2.8 The employer shall deduct and pay to CSEA service fees for each bargaining unit employee who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CSEA notifies the employer that the employee is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.~~

~~2.2.9 CSEA agrees to hold the District agents and officers harmless and indemnify the District from any and all liability, harm, cause of action arising out of or in any way related to the enforcement of the article of the contract.~~

ARTICLE IV – ORGANIZATIONAL EMPLOYEE RIGHTS

4.3 **Facility and Equipment Usage**

The Association and its members shall have the right to make use of District equipment, buildings and facilities at reasonable times when not being used for school business and educational purposes with the permission of the appropriate site administrator or department head. The District equipment to be used by the Association shall be limited to the following:

Typewriters and Computers

Calculating machines

Copiers for ~~35~~ **150** copies or less (**CSEA to provide needed paper**)

~~VCR/~~ TV/**Screens** and projectors

Designated Microcomputers

All District equipment to be used by the Association will remain on school premises. All materials used on the above equipment shall be provided by the Association.

4.6 New Hires

1. District Notice To CSEA Of New Hires

a. The District shall provide CSEA notice of any newly hired employee, within thirty (30) days of date of hire, via electronic mail to the CSEA Chapter President or designee which will include the following information:

- i. Full Legal Name**
- ii. Date of Hire**
- iii. Classification**
- iv. Site**
- v. Date of Orientation, if known.**

2. Employee Information

- a. **“Newly Hired Employee” or “New Hire” means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employees’ employee status changed as such that the employee was placed in the CSEA unit.**
- b. **The District shall provide CSEA with contact information on the new hires. The information shall be provided to CSEA electronically in Excel format, via CSEA secure FTP site, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:**
 - i. **First Name;**
 - ii. **Middle Initial;**
 - iii. **Last Name;**
 - iv. **Suffix (e.g. Jr., III);**
 - v. **Job Title / Classification;**
 - vi. **Department;**
 - vii. **Primary Work Location;**
 - viii. **Work Telephone Number;**
 - ix. **Home Street Address (Incl. Apartment #);**
 - x. **City;**
 - xi. **State;**
 - xii. **ZIP Code (5 or 9 Digits);**
 - xiii. **Home Telephone Number (10 Digits);**
 - xiv. **Personal Cellular Telephone Number (if provided to the District);**
 - xv. **Personal Email Address of the Employee (if provided to the District);**
 - xvi. **Last Four Numbers of the Social Security Number;**
 - xvii. **CalPERS Status (either “yes” or “no”);**
 - xviii. **Hire Date;**

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

- c. **Periodic Update of Contact Information: The District shall also provide CSEA with a list of all bargaining unit members names and contact information above on the last working day of October, February, and June. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service. This contact information shall include the following items, with each field in its own column:**
 - i. **First Name;**

- ii. Middle Initial;
- iii. Last Name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title / Classification;
- vi. Department;
- vii. Primary Worksite Name;
- viii. Work Telephone Number;
- ix. Home Street Address (Incl. Apartment #);
- x. City;
- xi. State;
- xii. ZIP Code (5 or 9 Digits);
- xiii. Home Telephone Number (10 Digits);
- xiv. Personal Cellular Telephone Number (if provided to the District);
- xv. Personal Email Address of the Employee (if provided to the District);
- xvi. Last Four Numbers of the Social Security Number;
- xvii. CalPERS Status (either “yes” or “no”);
- xviii. Hire Date;

3. New Employee Orientation

- a. “New Employee Orientation” means the onboarding process of a newly hired bargaining unit employees, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.
- b. The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall not receive less than ten (10) days’ notice in advance or orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that were not reasonably foreseeable.
 - i. In the event the District conducts a group orientation, CSEA shall have (1) hour of paid release time for one (1) CSEA representative. The CSEA Labor Relations Representative may also attend the orientation.
 - ii. In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. The CSEA Labor Relations Representative may also attend the orientation.
- c. The District shall include the CSEA membership application (and a CSEA provided link for an electronic application where applicable), in any employee orientation packet of District materials provided to any newly

hired employee. CSEA shall provide the copies of any CSEA literature/membership applications to the District for distribution.

- d. The orientations session shall be during the workday of the employee(s), who shall be on paid time.
- e. During CSEA segment of the orientation session, at CSEA's request, no District manager or supervisor, or non-unit employee shall be present.
- f. The District and CSEA agree to make any further updates to this section as may be required by law.

~~The Association shall be given the names of each new hire along with the site the new hire will be assigned, the new hire's hours, and the contact information provided by the new hire at the time of initial employment. When the District conducts a formal new hire orientation meeting, the CSEA Chapter president will be notified and a chapter officer will be invited to attend the orientation.~~

4.8 Contract Distribution

Between thirty (30) and sixty (60) days after ratification of this agreement, the District shall print and distribute at no cost to the organization, one copy to each District site/department bargaining unit member, and fifty (50) copies to the CSEA President. The District will maintain an electronic version available on the District website, including any extension subsequently negotiated.

- 4.11 Representatives designated by the Association shall receive reasonable periods of release time for processing grievances under Article XV, Section 15.4 of the Agreement. The Association shall provide the District with written notification of the names of its grievance representatives at the beginning of each fiscal year. A second representative will be permitted if he/she is in training and the Association provides at least two (2) hours' advance notice.

- 4.14 The District agrees to provide District-paid release time not to exceed five (5) days per year, and not to exceed four (4) CSEA-designated bargaining unit members, for purposes of attending CSEA's annual conference. The CSEA-designated bargaining unit members shall each be from different District Departments/sites.

- 4.15 Eight-hour shift differential employees will receive up to one-hour release time for association meeting attendance. Such attendance will be verified by sign-in at the meeting. Release time will be limited to one hour per month.

ARTICLE V – HOURS AND OVERTIME

5.7.3 Safety Officer – Site Overtime Distribution

- 1. Overtime will be offered to unit members at the site affected and according to a rotational District maintained Security Officer seniority list. ~~A rotational Seniority List will be maintained.~~**
- 2. Any overtime not accepted by the affected site will then be offered to all remaining unit members based on seniority and site assignment. For example, an overtime opportunity at a middle school shall first be offered to other middle school safety officers based on seniority. In the event the overtime opportunity is not filled, the District may then open the opportunity to all other safety officers based on seniority.**
- 3. Any overtime not accepted by the affected site and remaining unit members will be offered to Substitute Safety Officers.**
- 4. Any overtime not accepted by the affected site, remaining unit members, and Substitute Safety Officer will be assigned to the least senior officer, on a rotational basis, at the affected site.**

- 5.9.1 Members of the bargaining unit whose shift requires service ~~up to or~~ after 7:00 p.m. shall receive a premium of one (1) salary range above the regular rate for the respective classification. This provision shall apply to regular shifts occurring within the stated timeframe and to shifts which are undertaken on a temporary basis.
- 5.9.2 Members of the bargaining unit whose regular work shift requires services after midnight, shall receive a two (2) salary range differential. ~~Notwithstanding the above, when a member of the bargaining unit is working on a range differential, such differential shall not be paid during summer school recess, winter school break, spring school break, or such other times as schools are not in session for an extended time and the work can be accomplished during the day period.~~ This provision shall apply to regular shifts occurring within the stated timeframe and to shifts which are undertaken on a temporary basis.

5.11 Adding Additional Hours to Existing Positions.

The District may add additional hours to any existing position. If the position is currently occupied, the current occupant is not guaranteed the increased hours. Rather, the employee contracted in the same titled position working the greatest number of hours not equal to or greater than the hours of the newly adjusted

position shall have first right of acceptance. In the event that more than one employee has the greatest number of hours than seniority shall be the determining factor.

If the District increases the hours of a vacant position then the existing Personnel Commission practices shall be used to select the candidate.

ARTICLE VI – PAY AND ALLOWANCES

- 6.1 **For the 2019-2020 school year, bargaining unit members shall receive a one-time, off schedule payment of \$500. In order to receive this payment, the bargaining unit member must be employed at the time this agreement is ratified by the Governing Board.**

~~For the 2016-2017 school year, the Classified Salary Schedule shall be increased by 4% effective July 1, 2016. For the 2017-2018 school year, the Classified Salary Schedule shall be increased by 4%, effective July 1, 2017.~~

ARTICLE VII – HEALTH AND WELFARE BENEFITS

7.1 Medical Insurance

7.1.1 Unit members employed for ~~more than~~ four (4) **or more** hours are eligible for the following benefits:

- a. **Health Insurance:** Will be offered for employees and eligible dependents within benefit specifications.
- b. **Dental Insurance:** Delta Dental for employees and eligible dependents within specifications.
- c. **Vision Insurance:** Vision Services Plan coverage for employee and eligible dependents within benefit specifications.

7.1.2 ~~Upon ratification, the~~ The District shall contribute up to an annual maximum contribution of ~~\$14,843~~ **\$17,723 for the 2019-2020 fiscal year**. ~~for the remainder of the 2013-2014 fiscal year (pro-rated by the remaining months left in the 2013-2014 fiscal year) for eligible bargaining unit members toward health, dental, and vision benefits. The District contribution amount shall increase 3% at the beginning of each fiscal year. As such, the District contribution shall be \$15,288 for the 2014-2015 fiscal year. Thereafter, the 3% increase shall continue to be added to the prior year's contribution amount.~~

~~At the conclusion of this agreement, annual 3% increases shall be the status quo. Bargaining unit members shall pay any difference between the District's annual~~

maximum contribution and the actual cost of the plan chosen by the bargaining unit member.

7.1.3 Bargaining unit members who are employed less than four (4) hours per day in a regular assignment or who are on a non-compensated leave of absence shall be excluded.

7.1.4 Eligibility Criteria

A classified employee is eligible to enroll for health, dental and vision coverage within thirty (30) days from the date of employment. ~~Regular employees who do not enroll in the insurance group or plans may enroll at specified openings and/or new contract dates.~~ To qualify for insurance coverage the first of the following month after the date of hire, employees must **be hired by the District on the 15th of the month or prior** ~~work more than half (1/2) the working days in a calendar month.~~ **An employee who is hired after the 15th of the month will commence benefit coverage on the 1st day of the second month following the date of hire.** If an employee does not work the required number of days, insurance coverage takes effect at the beginning of the second calendar month after the first day of employment.

7.2 Workers Compensation Insurance

All school district employees are covered by worker's compensation insurance for injuries which occur during their work schedule. Injuries incurred by the employee must be reported ~~within twenty-four (24) hours~~ to their immediate supervisor, **in accordance with the law.**

7.4.2 Eligibility

To be eligible for medical insurance the retiring employee must meet the following requirements:

- Served a minimum of fifteen (15) years of full-time Madera Unified School District service or, for unit members who commence employment with the District after June 30, 2002, a minimum of twenty-five (25) years of full-time Madera Unified School District service. **For purposes of this section only, the term "full-time" means having been eligible to receive benefits while serving as an active employee. (See Article 7.1.1.)**

7.4.5 Early Retirement Incentive Plan

This plan will be offered to any classified employee who meets the following criteria:

- Must have served a minimum of fifteen (15) years of full-time Madera Unified School District service. **For purposes of this section only, the term “full-time” means having been eligible to receive benefits while serving as an active employee. (See Article 7.1.1.)**
- Be at least fifty-five (55) years of age or for unit members who commence employment with the District after June 30, 2002, be at least fifty-eight (58) years of age.

Salary Range Factor

4-16	\$5.00
17-28	\$6.00
29-50	\$7.00

(Years of Service X Range Factor X number of months employed per year equals = Annual Amount Annual amount divided by 12 equal monthly amounts for 36 months)

ARTICLE IX – VACATION PLAN

- 9.7.3 All bargaining unit members shall submit requests for vacation in writing between May 1-30 for the following fiscal year. During this time, vacation will be scheduled by seniority. **For the purposes of vacation scheduling, seniority will be based on District hire date.** ~~Employees will be notified of approval/denial by June 15.~~

Unit members of each department/site shall select a vacation schedule by blocks of days (a block must be between one (1) and ten (10) workdays), in full increments. Each unit Member shall select one block, by seniority, the most senior unit member having the first selection. Unit members having additional days, will continue the above rotation until all Vacation is assigned, excluding allowed carry-over.

Employees will be notified of approval/denial by June 15.

ARTICLE X – LEAVES

- 10.2.5.1 ~~**Any absence occurring after all sick leave has been exhausted will require a physician’s note. Failure to provide a physician’s note will result in a full dock of pay.**~~ (Note: The District agrees to remove this language from its proposal, however, the District notes that this language reflects a longstanding practice.)

- 10.2.6.3 An employee’s immediate supervisor may require such evidence concerning the

absence as he/she determines necessary to establish its validity. In absence of evidence to the contrary, an employee's word shall be deemed a valid excuse for this article for absences of one (1) to five (5) days. ~~**A unit member who fails to provide a physician's note for absences of 6 or more consecutive days will result in a full dock for all days.**~~ An employee alleged to have taken an invalid sick leave, shall be given, in writing, the evidence against him/her, and an opportunity to respond to the allegation prior to any action being taken against him/her. (Note: The District agrees to remove this language from its proposal, however, the District notes that this language reflects a longstanding practice.)

10.6 Personal Necessity Leave

10.6.4.1 An employee may use not more than **ten (10)** ~~nine (9)~~ days per year of accumulated sick leave for purposes of approved personal necessity leave. An employee shall be allowed to use two (2) of the **ten (10)** ~~nine (9)~~ days of personal necessity leave as "no-tell" days only if a sufficient sick leave balance has been accrued.

10.6.4.2 Additional days of accumulated sick leave **for personal necessity purposes** may be requested from the **Chief Human Resource Officer** ~~Director of Human Resources~~. In making the determination, the **Chief Human Resource Officer** ~~Director~~ will consider the severity of the need and the impact of the unit member's absence on his/her department's work schedule. **A denial of additional days is subject to the grievance procedure.**

10.6.5 Compensation

An employee shall receive full compensation for not more than **ten (10)** ~~nine (9)~~ days per year of approved personal necessity unless additional personal necessity is granted as per Section 10.6.4.2.

10.7 Bereavement Leave

10.7.1 Purpose

The purpose of bereavement leave utilization shall be for the death of a member of the immediate family: "Immediate family" means mother, father, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, spouse/**registered domestic partner**, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, step-children or step-parents of the unit member and of the spouse/**registered domestic partner, or any relative living in the immediate household of the employee.**

10.7.4 Requirements

An employee shall be granted up to three days for bereavement purposes. **If the bereavement is for his/her spouse/registered domestic partner, child, parent, then two (2) additional bereavement days will be allowed.** If travel of two-hundred and

fifty (250) to four hundred and ninety-nine (499) miles one way is required, one (1) additional day shall be allowed. If travel of five hundred (500) miles or more one way is required, two (2) additional days shall be allowed.

10.9.4.2 ~~Employees are to be on duty to the District during any of the days not required to be in court.~~ **It is the responsibility of the unit member to report to work whenever the unit member is not required to attend jury duty service.** Contracted days which require an official appearance for participation are duty free. **When night shift unit members have served jury duty during a contracted day they shall not be required to report to work that evening.**

ARTICLE XI – TRANSFER

11.3 A unit member may request a transfer to a position on the same salary grade level by submitting a transfer request to the **Personnel Commission** Office. Such transfer requests shall be considered for one year or until the employee withdraws the request, whichever is sooner.

11.7 Recruitment Procedures

All regular Board approved bargaining unit positions which become vacant and are authorized to be filled shall have recruitment announcements prepared and posted. The recruitment announcements shall be posted ~~on the Human Resources Office~~ **by the Personnel Commission via e-mail and on the District's website.** ~~bulletin board for five (5) full business days.~~ The announcement shall may also be posted on the bulletin boards at School sites ~~Transportation and Maintenance and~~ **District** Departments., ~~and school cafeterias.~~ Any classified employee who is interviewed for such a transfer, will receive written notification of their status in the selection process.

ARTICLE XII

12.5 Application Procedures

12.5.1 Posting

Notice of all job vacancies shall be posted **by the Personnel Commission via e-mail and on the District's website. The announcement may also be posted on the bulletin boards at School sites and District Departments.** ~~bulletin boards in prominent locations at each school and district job site.~~ During any period of time in which a site is not in session, it is the responsibility of the employee to contact the ~~Human Resources~~ **Personnel Commission** Office for potential openings. The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees within the unit may file for the vacancy.

12.5.2 Notice Contents

The job vacancy notice shall include the job title, the assigned job site or department, the number of hours per day, regular assigned work shift times and months per year assigned to the position, the salary range, the deadline for filing an application, how to apply for the opening and shall designate if the position is confidential or supervisory. Job descriptions are available ~~in the Human Resources Office upon request.~~ **on the District's website.**

12.5.3 Filing

An employee in the bargaining unit may file for a vacancy by submitting an application form prior to the deadline to the ~~Human Resources Office.~~ **Personnel Commission Office.** A bargaining unit member on leave or vacation may authorize his/her job representative to file on the employee's behalf. The District will not be held responsible for an application mistakes made by another when filing in the employee's behalf.

12.8 Voluntary Demotion

An employee who takes a voluntary demotion shall be placed on the salary step based on their years of experience. An employee who takes a voluntary demotion within the same class shall be placed on the salary step of the new range that is closest to their current salary.

ARTICLE XIII – ORDER OF LAYOFF, REEMPLOYMENT AND LENGTH OF SERVICE

13.4.5 An employee to be laid off by the District may transfer into a vacant position within a higher "classification" only if he/she meets the requirements for the position as determined by the ~~Office of Human Resources~~ **Personnel Commission Office.** The ~~Office of Human Resources~~ **Personnel Commission** shall evaluate the employee's skills for the position.

13.8.1 Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the ~~District~~ **Personnel Commission** of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee, and a copy shall be sent to the Madera Unified School's Chapter #169 of the California School Employees Association by the ~~District,~~ **Personnel Commission** which shall acquit the District of its notification responsibility

13.9.1 A unit member shall notify the ~~District~~ **Personnel Commission** of his/her intent to accept or refuse reemployment within ten (10) calendar days following receipt of the reemployment notice.

ARTICLE XIV – CLASSIFICATION AND RECLASSIFICATION

14.14 Reclassification of a position or positions shall become effective on **November 1 of the reclassification year** ~~the date negotiated by the District and CSEA following any recommendation by the Personnel Commission but shall not have retroactive effect.~~ Changes in classification and salary resulting from the permanent reclassification of a position(s) shall be effective on **November 1 of the reclassification year** ~~the date negotiated by the District and CSEA.~~

ARTICLE XVII – NEGOTIATIONS

17.5 — Re-opener Clause

~~———— This Agreement shall remain in full force and effect up to and including June 30, 2016
———— with reopeners for 2014-2015 and 2015-2016 on Salary, Health and Welfare
———— Benefits, and two(2) articles selected by each party.~~

(Note: The remaining sections in Article XVII will be renumbered.)

ARTICLE XX – EVALUATION PROCEDURES

20.2.1 Probationary Employee: Classified employees hired to fill authorized regular positions shall be deemed permanent on the ~~one (1) year~~ **six (6) month** anniversary of their appointment. However, a probationary employee who takes an extended leave shall have his/her initial probationary period extended by an equivalent number of days, with notice to the employee of the new probationary end date. The District may release probationary employees without cause during the initial probationary period.

20.3.1.1 All probationary **employees** ~~members shall be evaluated twice before the end of their one (1) year anniversary of their appointment, with two months between evaluations.~~ **shall receive at least one (1) formal written evaluation by the end of the fourth (4th) month of employment. Notwithstanding this probationary evaluation requirement, and as set forth above, the District always retains the right to release probationary employees without cause during the initial probationary period.**

(Note: CSEA and the District agree to form a committee to work on updating the evaluation form.)

ARTICLE XXI – TRANSPORTATION

21.2 Bus Routes and Assignment of Work

The District shall be responsible for creating and developing bus routes, to include mid-day routes, After School Program routes, etc. The District is also responsible for assigning “Related Bus Duties” during an employee’s contracted hours. “Related Bus Duties” include, but are not limited to:

1. Up-Dating Route Sheets

The bus drivers will, within the first two (2) weeks of school, bring any adjustments to their assigned route to the Transportation Router ~~adjust route sheets for their assigned route, which are accurate with times and directions.~~ The Transportation Router, in consultation with the appropriate supervisor, will adjust for times and directions for accuracy. These route sheets must be maintained throughout the school year by the Transportation Router ~~drivers~~ and updated as needed or within 30 days of the last dated route sheet.

3. Cleaning The Inside Of The Bus

The inside of your assigned school bus shall remain clean at all times. This will include sweeping the floor once a day, dusting the dash, ridge, sun visor, and rear shelf as needed, removing graffiti from the seats, sanitizing the bus and cleaning the inside of the windows as needed.

21.3 Bus Route Bidding Process

The District shall be responsible for creating and developing bus routes, to include mid-day routes, After School Program routes, etc. Bidding on bus routes shall occur on an as needed basis for vacant routes ~~yearly basis~~ in accordance with the procedures set forth below:

~~21.3.9 Following the bid process, bus drivers shall remain on the selected route for the duration of the school year. However,~~ The District reserves the right to make changes to routes based on District needs.

21.8 Trips Rotation

21.8.1 Trips will be assigned in the following manner:

1. At the beginning of every traditional school year, trip list(s) will be created with all drivers listed by seniority. Contracted drivers will be assigned trips by rotation using seniority as a trip list and starting the new year with the most senior driver on the list.
2. There will be five (5) lists. One for Monday through Friday, one for Saturday, Sunday & holiday trips, one for Monday through Friday Late List, one for Saturday, Sunday and Holiday Late List (less than 48 hours and more than 2

hours), and one for the Band Truck ~~and Trailer~~ **with 5-speed transmission.**

21.8.3 If a trip requires special training or license endorsement, the driver next in line with the required qualifications will be offered that trip. The driver will be charged for that trip. **If the District has not provided the driver with the opportunity to receive the training to qualify for the vehicle, the driver will not be charged for the trip.**

ARTICLE XXII – LENGTH OF AGREEMENT

This agreement between the MADERA UNIFIED SCHOOL DISTRICT and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, **and its local** CHAPTER #169 shall be in effect from **July 1, 2019 through June 30, 2022. The parties agree that either party may request to reopen negotiations related to salary, health and welfare benefits, and two (2) articles selected by each party for the 2020-2021 and 2021-2022 school years.**

MINIMUM WAGE COMPLIANCE

Effective January 1, 2021, classified salary schedule ranges 8, 9, and 10, Step 1, shall be updated to \$14.00 per hour in accordance with California minimum wage compliance.

ADDENDUM A – DURATION

ADDENDUM C – CLASS AND CLASSIFICATION ASSIGNMENT AND APPLICABLE SALARY RANGE

(District shall update Addendum C to reflect current position titles salary range placements.)

MISCELLANEOUS

Changes to contracted days commencing with the 2021-2022 fiscal year:

Security Services

The following position shall be increased from 201 days/year to 206 days/year:

School Safety Officer

The following position shall be increased from 201 days/year to 206 days/year:

School Safety Officer Lead

Educational Support Instructional Services

The following positions shall be increased from 201 days/year to 204 days/year:

Paraprofessional Aide
Paraprofessional Aide/Autism
Paraprofessional Aide/Community Based
Paraprofessional Aide/Math
Paraprofessional Aide/Music
Paraprofessional Aide/Physically Impaired
Paraprofessional Aide/Preschool
Paraprofessional Aide/Special Needs
Paraprofessional Aide/Special Needs Preschool
Paraprofessional Aide/Social Emotional

Language and Literacy Department

The following two (2) positions within the Language and Literacy Department shall be increased from 201 to 211 days/year:

Office Technician

PARITY CLAUSE

In the event another bargaining unit receives a higher salary enhancement than set forth above, the District agrees to reopen negotiations in this regard.

MADERA UNIFIED SCHOOL DISTRICT

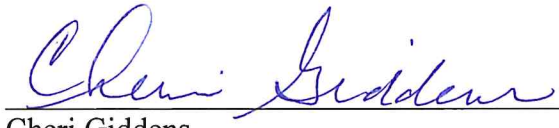


Kent Albertson
Chief Human Resources Officer

11/5/2020

Date

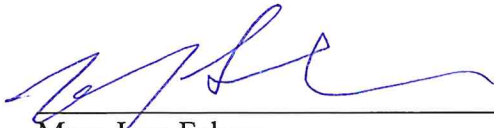
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Cheri Giddens
CSEA President

11/5/2020

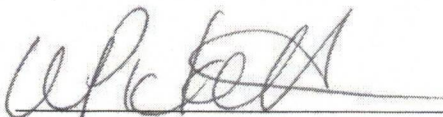
Date



Mary Jane Falcon
CSEA Team Member

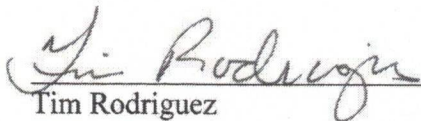
11/5/2020

Date



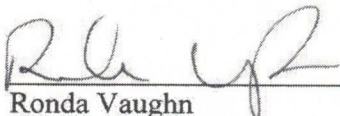
Wanda Picket
CSEA Team Member

11/5/20
Date



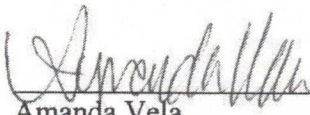
Tim Rodriguez
CSEA Team Member

11/5/20
Date



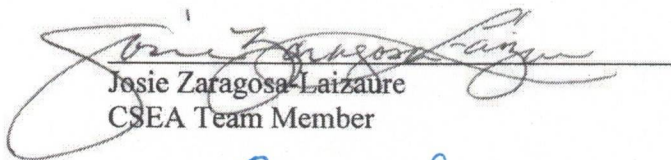
Ronda Vaughn
CSEA Team Member

11/5/2020
Date



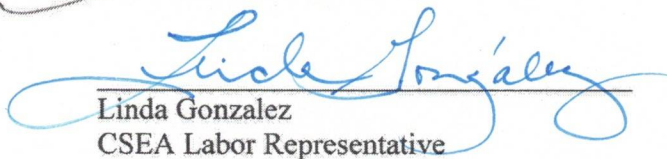
Amanda Vela
CSEA Team Member

11/6/2020
Date



Josie Zaragosa-Laizaure
CSEA Team Member

11-05-2020
Date



Linda Gonzalez
CSEA Labor Representative

11/06/2020
Date