

Agreement Between

**Mare Island Technology Academy**

And

**Mare Island Technology Academy  
Education Association, CTA/NEA  
(Classified)**

**July 1, 2014**

To

**June 30, 2017**

Adopted: [DATE]

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This agreement made and entered into between Mare Island Technology Academy (“MIT” or Employer”) and Mare Island Technology Academy Education Association, CTA/NEA (“Union/Association” or “MITAEA”) includes all of the following articles and provisions. Ratified and Agreed on [INSERT DATE].

For the Employer:

MIT

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Matt Smith, Executive Director

For the Association:

MITAEA

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Ryan Cole, Negotiator

## **ARTICLE 1 – AGREEMENT**

- 1.1 This Collective Bargaining Agreement (hereafter referred to as “Agreement”) constitutes a bilateral and binding agreement by and between Mare Island Technology Academy (hereafter referred to as the “Employer” or “MIT”) and Mare Island Technology Academy Education Association affiliated with CTA/NEA (hereafter referred to as “Union/Association” or “MITAEA”). This Agreement shall expire on June 30, 2017.
- 1.2 Each year under the Agreement, salary and health benefits, as well as two (2) articles per party, may be reopened for negotiations by the parties. Further, the parties may enter into memoranda of understandings and/or side letters at any time.
- 1.3 The term “Agreement” as used herein means the written Agreement provided under Section 3540.1(h) of the Government Code.
- 1.4 “Titles” listed in this Agreement are for clarification only and are not integral to this Agreement.

## **ARTICLE 2 – RECOGNITION**

- 2.1 MIT hereby recognizes the Union/Association as exclusive representative pursuant to the Educational Employment Relations Act (Government Code Section 3540, et seq.) for a collective bargaining unit consisting of classified staff, including but not limited to student support services, campus supervision/attendance, secretarial, registrar, IT support, receptionist, plant manager, food services/coordinator, academic advisor, office manager, custodial/maintenance, accounting services & para-educators at MIT.
- 2.2 The terms and provision of this Agreement shall be applied and interpreted in a manner consistent with the Educational Employment Relations Act (“EERA”).

## **ARTICLE 3 – UNION/ASSOCIATION RIGHTS**

### **Use of School Facilities and Equipment**

- 3.1 Equipment as used herein shall include computers, printer, copier, phones, faxes, and all types of audio-visual equipment when such equipment is not otherwise in use.
  - 3.1.1 The Association shall have the right to use the MIT electronic mail service and Unit Member electronic mailboxes for communications to Unit Members regarding Union/Association business without interference or censorship of such communications by MIT. However, due to the fact that unit members do not have a reasonable expectation of privacy in communications sent via the MIT electronic mail service, MIT reserves its right to examine such communications solely in the case where allegations of misuse (harassment, defamation, etc.) have been made regarding unit member use of the MIT electronic mail service.
  - 3.1.2 Unit members shall have the right to access private email accounts from MIT computers, consistent with Article 3.9 herein.
- 3.2 Representatives of the Union/Association shall have the right to use School equipment and facilities at reasonable hours solely for purposes sanctioned by the EERA and shall be subject to reasonable rules and regulations of MIT, including the limitations set forth below in this Article.
- 3.3 An authorized Union/Association representative will obtain permission from the Director or designee regarding the specific time, place and type of activity to be conducted.
- 3.4 The Director or designee can verify that such requested activities and use of equipment and/or facilities will not interfere with School programs and/or the duties of unit members, and such equipment and facilities are not otherwise in use.
- 3.5 As to any damage or unusual wear incurred during the use of such equipment and facilities by the Representatives of the Union/Association, the Union/Association agrees to pay for actual costs of repair and replacement.
- 3.6 The Union/Association shall replace or be responsible for the cost of any supplies or materials used in connection with such equipment.
- 3.7 The Union/Association may use bulletin board spaces as designated by the Director or designee and subject to the following conditions:
  - a. All postings shall contain the date of posting and identification.
  - b. A copy of each posting shall be delivered to the Director's or designee's mailbox at the same time as the posting.

- c. Posted information will not be defamatory of MIT.
  - d. The bulletin board space designated shall be identified with the Union/Association's name.
  - e. The site representative or other authorized Union/Association Representative shall have the responsibility of posting materials on the bulletin board and keeping such notices timely.
- 3.8 The Union/Association shall be entitled to place material in the mailboxes of unit members. Such material will be accurately identified by the Union/Association and approved by the Union/Association President or designee. Placement shall be made by the site representative or other authorized Union/Association representative. Copies of all general mailing shall be mailed to the Director or designee at the same time the materials are placed in the unit member's mailbox.
- 3.9 Unit members or Union/Association officials will conduct all Union/Association business during scheduled lunch periods and scheduled breaks, and at such other times that do not interfere with the instructional program or unit member's assigned duties.
- 3.10 Upon reasonable advance request, names, addresses and telephone numbers of all MIT unit members shall be provided, without cost to the Union/Association, to the extent permitted by law and the desires of the unit member.
- 3.11 Upon reasonable advance request, the Director or designee will be available to meet with representatives of the Union/Association on at least a quarterly basis, at a mutually agreeable time that does not interfere with the regular school program. The Union/Association shall provide the Director or designee in advance with an agenda of items it wishes to discuss. The Director or designee may also add to the agenda.
- 3.12 The Union/Association representative(s) shall receive up to a total of six (6) days leave, during each school year, to attend conferences sponsored by the Union/Association, away from school premises. The Union/Association is to pay the cost of a substitute. The leave shall not interfere with the instructional program.
- 3.13 A member of the Union/Association has the right to have a representative in attendance at disciplinary and investigative meetings whenever the unit member reasonably believes such a meeting may result in disciplinary action, provided, however, that obtaining a representative does not unreasonably delay any such meeting.

## **ARTICLE 4 – PROFESSIONAL FEES AND PAYROLL DEDUCTIONS**

### **4.1 Dues Deducted Rates**

Any Unit Member who is a member of the Union/Association, or who has applied for membership, may sign and deliver to MIT an assignment authorizing deduction of unified membership dues, initiation fees and general assessments of the Union/Association. Pursuant to such authorization, MIT will deduct annual dues divided by 10 months (1/10) of such dues from the regular salary check of the unit member every payroll period (once per month) excluding July and August of each year. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

### **4.2 Mandatory Agency Fee Deductions for MITAEA Members**

Any unit member who is not a member of the Union/Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of the commencement of assigned duties within the bargaining unit, shall become a member of the Union/Association or pay the Union/Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Union/Association, in one lump sum cash payment in the same manner as provided in Paragraph 4.1 of this Article. In the event that a unit member shall not pay such fee directly to the Union/Association, or authorize payment through payroll deduction as provided in Paragraph 4.1, the Union/Association shall so inform MIT and MIT shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Paragraph 4.1 of this Article. There shall be no charge to the Union/Association for such mandatory agency fee deductions.

### **4.3 Exceptions**

#### **4.3.1 Religious Objection**

Any unit member who (a) belongs to a church whose traditional tenets or teachings include opposition to support of unions; (b) have a sincere religious belief opposed to support of unions, whether or not they belong to any particular church; or (c) have a sincere religious belief opposed to a particular ideological stance of activity of either the local union or its parent affiliates, shall not be required to join or financially support the Union/Association as a condition of employment. Such unit member shall pay, in lieu of a service fee, 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:

a.



- b.
- c.

or to another organization of their choosing that meetings the criteria stated above.

#### 4.3.2 Verification of Religious Objection

A written statement of objection to joining or financially supporting employee organizations, pursuant to Paragraph 4.3.1 above, shall be made on an annual basis to MIT as a condition of continued exemption from the provisions of Article 4.1 and 4.2. Payment may be made by means of a payroll deduction in the same manner as members and agency fee payers. Alternately, religious objectors may choose to pay directly to a nonprofit organization provided that proof of payment shall be provided. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of service fee has been made. Such proof shall be presented on or before September 1 of each school year for payments made during the prior school year. The Union/Association shall have the right of inspection in order to review said proof of payment. In the event that the full amount has not been paid, the unit member shall have the difference deducted from their monthly pay warrant and forwarded to the chosen organization.

#### 4.4 Remittance of Funds to CTA

MIT agrees to promptly remit all sums deducted pursuant to Article 4.3.1 and 4.3.2 above to the California Teachers Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Union/Association, and indicating any changes in personnel from the list previously furnished.

#### 4.5 Necessary Information

The Union/Association agrees to furnish any information needed by MIT to fulfill the provisions of this Article.

#### 4.6 Salary Deductions

Upon appropriate written authorization from the employee, MIT will deduct from the salary of any employee and make appropriate remittance for annuities, credit union, insurance and saving bonds. The Union/Association and MIT shall jointly approve deductions for any other plans or programs.

#### 4.7 Dues Check-off

Authorizations in effect on the date of the signing of this Agreement shall remain in effect but shall be subject to the conditions set forth in this Article.

#### **4.8 Deductions of Dues or Service Fee**

Deductions of dues or service fees under this Article shall be pursuant to the schedule submitted by the Union/Association, for employees who execute a form currently in use or any other mutually agreed upon form.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

### **5.1 Definitions**

#### 5.1.1 Grievance

A “grievance” is an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement, which directly and adversely affects the grievant. Actions to challenge or change the terms of this Agreement shall not be considered a grievance.

#### 5.1.2 Grievant

A “grievant” is any unit member directly affected by an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement, or the Union/Association grieving Recognition, Union/Association Rights, Dues and Agency Fees, and Grievance Procedure on behalf of two (2) or more specifically named grievants who have the same dispute in terms of issues and facts. Grievances of the Union/Association shall commence at Level III.

#### 5.1.3 Group Grievance

A “group grievance” is a grievance as defined above which is signed by two (2) or more unit members who allege the same dispute in terms of issues and facts.

#### 5.1.4 Day

A “day” is any day in which the grievant is regularly scheduled to work.

#### 5.1.5 Immediate Supervisor

The “immediate supervisor” is the lowest level administrator who has been designated to adjust a grievance and who has immediate jurisdiction over the grievant.

### **5.2 Informal Procedure, Level I**

5.2.1 Prior to initiating a formal written grievance, the potential grievant shall meet with his/her immediate supervisor and may have a union representative present while attempting to resolve the potential grievance informally.

### **5.3 Formal Grievance Procedure – Level II**

#### 5.3.1 Initiation of Formal Grievance

If the informal discussion does not resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated by the grievant.

#### 5.3.2 Formal Written Grievance

The formal written grievance shall be filed on the Level II Form (**Appendix A**) and shall specify the contract provision allegedly violated, in addition to the adverse affect on the grievant.

#### 5.3.3 Time Period

Within fifteen (15) days after the grievant knew or should reasonably have known of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form to the Director or designee.

#### 5.3.4 Grievant Representation

The formal grievance shall be a clear, concise statement of the grievance, the circumstances involved, the specific section of this Agreement believed to be violated, misinterpreted, or misapplied, and the remedy sought. The grievant shall have the right to have a representative present at any meeting the grievant may have with administration.

#### 5.3.5 Director or Designee Investigation

The Director or designee shall investigate a grievance and provide his/her decision as soon as possible but no later then ten (10) days after receiving the grievance. If the Director or designee does not respond within the time limits, the grievant may appeal to the next level.

#### 5.3.6 Personal Conference

Within the above time limits, either party may request a personal conference with the other party.

### 5.4 Appeal Procedure, Level III Grievance

#### 5.4.1 Appeal Form and Time Limits

If the grievant is not satisfied with the decision rendered at Level II, the grievant may within five (5) days of the receipt of the decision at Level II, appeal the decision on the Appeal form to the MIT Board of Directors (**Appendix B**). This appeal shall include a copy of the original grievance and Level II response, a clear, concise statement of reasons for appeal and the specific remedy sought which shall be the same as requested at Level II. The MIT Board of Directors shall render a decision within fifteen (15) days of the Level III submission.

#### 5.4.2 Grievant Representation

Within the above time limits, either party may request a conference with the other party. The grievant shall have the right to have a representative present at any meeting the grievant may have with administration.

### 5.5 Arbitration Procedure

#### 5.5.1 Time Limit

If the grievant is not satisfied with the decision at Level III, the grievant may within five (5) days of the receipt of the decision submit a request in writing to the Union/Association for arbitration of the dispute. Within ten (10) days of the grievant's receipt of the decision, at Level III, the Union/Association shall submit written notice to the MIT Board of Directors of its intent to arbitrate.

#### 5.5.2 Selection of the Arbitrator

The Union/Association and MIT shall attempt to agree upon the arbitrator. If no agreement can be reached, the parties shall request that the State Conciliation Services supply a panel of five (5) names of persons experienced in hearing grievances in public schools, and if possible with charter schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

#### 5.5.3 Costs of Arbitration

The fees and expenses of the arbitrator and the hearing shall be born equally by MIT and the Union/Association. All other expenses shall be born by the party incurring them. Unless the parties mutually agree to share the expenses, the cost of the services and expenses of a court reporter shall be paid by the party requesting the same. If however, one of the parties declines to share the expenses of a court reporter and subsequently requests a transcript of the arbitration proceedings or a copy thereof, that party shall be required to reimburse the other party for one-half (1/2) of the cost of the court reporter's services and expenses.

#### 5.5.4 Submission Agreement

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the responses thereto at each step.

#### 5.5.5 Arbitrability

The Union/Association agrees that should arbitration be held to determine arbitrability, a different arbitrator shall, if either party so requests, be selected to hear the merits of the issue. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided.

#### 5.5.6 Findings and Awards

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and awards stating his/her conclusion and the reasons therefore.

#### 5.5.7 Limits of Arbitrator Authority

MIT and the Union/Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions of the arbitrator expressed will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires MIT or the administration to do an act prohibited by law.

#### 5.5.8 Grievance Beyond Level III

The processing of grievances beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. This language should not be read so as to preclude the enforcement of an award as set forth by law.

#### 5.5.9 Nature of Award

The award of the arbitrator in grievances shall be binding on all parties covered by this Agreement.

### **5.6 Miscellaneous**

#### 5.6.1 Time Limit Requirements

Upon request and written mutual agreement the time limits may be extended. Failure by the grievant to meet any time limit as specified herein for each level of the grievance procedure shall result in automatic settlement according to the last decision rendered for the particular grievance. Upon MIT's failure to meet any

time limit as specified herein for each level of the grievance procedure, the grievant may appeal to the next level.

#### 5.6.2 Witness Release Without Loss of Pay

When it is necessary for a grievant's designated representative to attend a grievance meeting with management, or necessary for witnesses to attend an arbitration hearing, then upon twenty-four (24) hours notice to the School's representative, such employee representative or witness will be released without loss of pay in order to permit participation in such meeting.

#### 5.6.3 Unit Member Representative

Any unit member may be accompanied at all steps of this procedure by a representative of his/her choosing.

#### 5.6.4 Grievance Adjustment Without Union/Association Intervention

Any unit member may at any time present grievances to the Director or designee and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement; provided, that MIT shall not agree to a resolution of the grievance until the Union/Association has received a copy of the resolution and has had an opportunity to file a response.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

- 6.1 (1) All matters not enumerated in this agreement, (2) not provided for in statutory or judicial authority, or (3) not a mandatory subject of bargaining are retained rights of MIT. MIT shall exercise its retained rights in accordance with this agreement and applicable legal authority.
- 6.2 MIT and the Association agree that this Article is not a waiver of any of the Association's rights.



## ARTICLE 7 – EMPLOYMENT STATUS

**7.1 Non-Discrimination:** Neither MIT nor the Union/Association shall discriminate against any unit member on the basis of age, race, creed, color, national origin, or ethnicity, gender, marital status, sexual orientation, and handicap or on any other basis that is prohibited by law.

**7.2 Administration of Agreement:** The parties shall make every reasonable effort to administer this Agreement in a consistent manner. MIT shall make every reasonable effort to administer work rules promulgated under this Agreement in a consistent manner with respect to the bargaining unit members.

### **7.3 Employment Rights**

Length of service to MIT of current unit members shall be considered when determining employment rights.

#### **7.3.1 Probationary Period**

During the initial year of complete employment with MIT, all employment at MIT is on a probationary, at-will basis. During this probationary term, the unit member may be released from at-will employment at any time, with or without cause or advance notice. The unit member may also be non-renewed at the end of the initial year of employment without advance notice or cause.

Unit members promoted shall serve a six (6) month probationary period. Promoted unit members who do not successfully pass the six (6) month probationary period shall be returned to their former position.

No later than one (1) month after employment, unit members shall be provided the necessary training, guidance, policies and procedures, and documentation necessary to perform their job duties.

Assistance shall be provided as needed and as mutually determined between the Director or immediate supervisor and the probationary unit member.

#### **7.3.2 Post-Probation**

Unit members offered an employment contract for the second year of employment with MIT shall receive a fixed-term contract with termination during the term of employment for cause as defined herein. Further, non-renewal of such for cause contracts (for the second year and thereafter) may only occur if the unit member's annual evaluation is unsatisfactory and notice of non-renewal is provided by May 15 of that school year.

### **7.4 Right to Representation**

Unit Members shall be entitled to have a Union/Association representative at each meeting described or called for in this Article wherein the Unit Member reasonably believes that the meeting may result in discipline.

## **7.5 Progressive Discipline**

Absent serious misconduct, MIT shall utilize a discipline process which shall include the following progression as applicable: verbal warning; written reprimand; suspension without pay; and termination. In determining the appropriate level of disciplinary action, the Director or designee shall consider the nature of the unit member's prior misconduct, prior disciplinary action taken against the unit member, and the unit member's response to the disciplinary action.

### **7.5.1 Verbal Warning**

A verbal warning may result in a post-conference summary memorandum. The unit member has the right to write a response which shall be attached to the memorandum.

### **7.5.2 Written Reprimand**

Unless conduct warrants a reprimand in the first instance, a written reprimand shall not be used unless the unit member has been verbally warned about similar actions. The unit member shall sign the reprimand to acknowledge receipt and a copy shall be placed in a unit member's personnel file. The unit member has the right to have a response which shall be attached to the reprimand and retained in the file.

### **7.5.3 Suspension Without Pay**

Suspension may be without pay but shall not reduce or deprive the unit member of seniority or any other benefits. No unit member shall receive more than one (1) penalty for any single action or infraction. Any suspension shall not exceed fifteen (15) work days. Generally, suspension may not be used unless the unit member has received a written reprimand about similar actions, unless the basis for the suspension constitutes serious misconduct.

### **7.5.4 Administrative Leave with Pay**

The Director or designee, at his or her discretion, may place any unit member on administrative leave with pay for the purpose of investigating charges or complaints against such unit member. Full benefits and seniority status shall remain in force pending the completion of an investigation. Such leave will not be considered disciplinary in nature.

## **7.6 Just Cause Discipline/Dismissal:**

### **7.6.1 General Provisions**

The following independently or collectively are causes for discipline/dismissal:

- Discourteous or disrespectful treatment of others, including parents or staff;
- Dishonesty, including any falsifying of 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;
- Unauthorized use of School equipment, time, materials, or facilities;
- Possession of any firearms or any other dangerous weapons on School premises at any time;
- Possession 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 orders or instructions of a Director or designee or Assistant Director or designee;
- Absence without leave, repeated tardiness or abuse of leave privileges;
- Unprofessional conduct;
- Unsatisfactory performance;
- Violating any safety, health, security or School policy, rule, or procedure or engaging in any conduct which risks injury to the employee or others;
- Engaging in conduct which constitutes a material conflict of interest;
- Committing of or involvement in any act of unlawful harassment of another individual;
- Failure to maintain appropriate credential(s) required for the position; and
- Abandonment of position.

### **7.6.2 Just Cause Suspension or Dismissal Process**

Suspension or dismissal shall be initiated in writing by the Director or designee of MIT 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 Union/Association President. 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 Director or designee and the unit member, this deadline is extended. Following this period, the Director or designee may provide Notice of Discipline to be served upon the unit member in person or by certified mail.

If the unit member wishes to appeal the imposition of disciplinary action to the Board of MIT, the appeal must be filed with the office of the Director or designee 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 Director or designee. Discipline shall not be imposed prior to the exhaustion of an appeal to the Board if the employee makes such an appeal. 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/Association representative at such meeting, the unit member shall bear any cost therein involved. The unit member shall be provided a written decision setting forth the decision of the Board.

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

If the Association wishes to challenge the decision of the Board as to whether sufficient cause exists for termination, it must notify the Board within ten (10) days of the receipt of the written decision. Such appeal shall be made under the grievance procedure in Article V and shall be initiated at the arbitration level.

#### 7.6.3 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 MIT.

**7.7 Use of Classroom Materials:** Unit members are expected to act as professionals with respect to the delivering of the instructional program within their assigned position. Therefore, a unit member shall not be adversely affected with respect to their selection of materials, methods and pedagogy provided that such are relevant to and consistent with the MIT educational program, age and grade level. To avoid disputes concerning such matters, unit members, shall discuss their selection of materials with the Director or designee prior to introducing same into the classroom.

**7.8 Academic Freedom:** A unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to and consistent with MIT approved course content and appropriate to the age and grade level and within the scope of the law. In performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to course content, in an

objective manner. A unit member, however, shall exercise reasonable care not to introduce his/her own personal, political and/or religious views.

**7.9 Reductions in Force:** A reduction in force is the separation of a unit member for lack of work or funds, or programmatic change, as determined by the MIT Board of Directors, without fault or delinquency on the unit member's part.

7.9.1 Unit members to be reduced shall be notified in writing as soon as possible after the decision for the reduction has been made, but no later than forty-five (45) calendar days prior to the reduction in force.

7.9.2 Unit members shall be reduced in accordance with the following criteria in this order:

- a. Unit member credentials and qualifications
- b. Performance evaluations
- c. Expertise/relevant experience

In the absence of substantial distinguishing differences in the above criteria, length of service at MIT shall be the determining factor.

7.9.3. **Reemployment:** Unit members shall be reemployed to a position for which they are qualified in reverse order of reduction when a vacancy occurs for up to two (2) years from the day of the reduction in force. In the event a unit member on the reemployment list refuses an employment offer, he/she shall remain on the list and continue to be offered positions as they occur during the period of unemployment.

- a. Each unit member on the reemployment list shall be required to provide MIT in writing with a current address to which a letter of reemployment may be sent.
- b. If a reemployment opportunity exists, MIT shall mail such a letter to the unit member, certified mail, return receipt requested.
- c. A unit member offered a reemployment opportunity must notify MIT in writing of his/her decision within five (5) days of receipt of MIT's offer.

## **ARTICLE 8 – WORKDAY**

### **8.1 Initial Employment**

Upon initial employment, each Unit Member shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, and the Unit Member's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

### **8.2 Workday and Workweek**

8.2.1 The maximum number of hours for regular full-time employment of any unit member is eight (8) hours a day, exclusive of lunch, and forty (40) hours a per week consisting of five (5) days per week.

8.2.2 All hours in paid service shall count toward meeting the above work week requirements.

### **8.3 Adjustment of Assigned Time**

Any Unit Member who works, with the prior authorization of the Director or designee, an average of fifteen (15) minutes or more per day in excess of his or her regular part-time assignment for a period of thirty (30) work days or more shall meet with the Director and a Union/Association representative to determine whether the Unit Member's assignment should be adjusted upward to reflect the longer hours.

### **8.4 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 Director or designee.

### **8.5 Compensatory Time**

Compensatory time may be allowed for overtime worked at the Unit Member's discretion. Unit members shall not be permitted to accrue more than forty (40) hours of compensatory time per year. Accrued compensatory time may be utilized within a reasonable period of time. The unit member shall submit a request for the use of such time to his/her immediate supervisor and shall be denied only for good and sufficient reason. In the event a request is denied, the Unit Member may either resubmit his/her request or shall be paid the below mentioned overtime rate at the next pay period.

### **8.6 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.

### **8.7 Equitable Distribution of Overtime**

Overtime shall be offered in order of seniority within classification on a rotating basis with the most senior qualified unit member offered overtime first. After the most senior qualified unit member has served an overtime assignment, they shall be moved to the bottom of the list and the next most senior qualified unit members shall be given the first opportunity for overtime. Unit members who do not wish to be considered for overtime may notify MIT in writing and they will be removed from the list.

### **8.8 Overtime Scheduling**

Overtime opportunities shall be made available and scheduled at least seventy-two (72) hours in advance when practicable.

### **8.9 Call-In (Emergency) Time**

Call-in time is non-scheduled working time for a guaranteed minimum of two (2) hours for reporting to work at MIT's request. Call-in time must be authorized by the Unit Member's immediate supervisor.

### **8.10 Call-Back Time**

8.10.1 Any Unit Member called back to work after completion of his/her work shall be guaranteed a minimum of two (2) hours of work and shall also be compensated for travel time and mileage at the IRS rate.

### **8.11 Compensation for Call-In Time and Call-Back Time**

8.11.1 A regular member of the unit who works authorized call-in or call-back time shall be paid for a minimum of two (2) hours at his/her regular rate of pay. For any part of any hour worked after the guaranteed minimum, a Unit Member shall be compensated on the quarter (1/4) hour at the rate of one and one-half (1 ½) times regular hourly pay.

### **8.12 Meal and Rest Periods**

8.12.1 All Unit Members covered by this agreement shall be entitled to a paid uninterrupted lunch period after the Unit Member has been on duty for five (5) hours. The length of time for such lunch 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.

8.12.2 A Unit Member required to work or be available during a lunch period shall receive pay consistent with applicable overtime pay requirements.

8.12.3 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 minute paid rest periods. The rest period shall be scheduled as near to the middle of the applicable work period.

8.12.4 Unit members who are employed in two (2) or more positions at MIT shall be entitled to the rest breaks herein based upon their daily hours of service.

### **8.13 Unit Member Lounge**

MIT shall make available at each work site adequate lunchroom and restroom facilities for Unit Member use.

### **8.14 Emergency Situations**

Nothing in this Agreement shall require MIT to keep the School open in the event of inclement weather, or when otherwise prevented by an act of God. When MIT is closed to students and staff due to the above conditions, Unit Members shall not be required to report to their job assignments or suffer any loss of salary. However, in the event that the school/work time lost is rescheduled, unit members shall be required to report to work on the rescheduled school/work day and shall receive no additional compensation.

### **8.15 Right to Refusal**

Any Unit Member shall have the right to reject any offer or request for overtime or call-back, on-call, or call-in time except as described above.



## **ARTICLE 9 – EVALUATION PROCEDURE**

### **9.1 Definitions**

- 9.1.1 Evaluator - The supervisor of the evaluatee who has direct knowledge of the work performance of the evaluatee.
- 9.1.2 Reviewer - The supervisor of the evaluatee or other management personnel mutually agreed upon by the evaluatee and evaluator and designated by the Director. The reviewer shall not be a member of the bargaining unit.

### **9.2 General**

- 9.2.1 The primary purpose of work performance assessment shall be for the improvement of the employment skills and all assessments shall be conducted in good faith and in accordance with the provisions of this Agreement.
- 9.2.2 All Unit Members will be apprised of the evaluation and shall be given information about the MIT evaluation procedure. The standards, goals, objectives and expectations of the evaluation shall be objective and consistent with the duties and responsibilities set forth in the Unit Member's job description and will be made known to the Unit Member when employed and annually thereafter.
- 9.2.3 All monitoring or observation of the Unit Member's behavior shall be conducted openly and with full knowledge of the Unit Member without the use of eavesdropping or mechanical surveillance devices and befitting the professionalism of the parties.
- 9.2.4 A Unit Member shall not be assessed on or held accountable for any work performance over which the Unit Member has no authority or ability to correct deficiencies.
- 9.2.7 MIT shall not require any member of the Bargaining Unit to act in any capacity to effectively recommend or comment on the work performance of another member of the bargaining unit.
- 9.2.8 Any form used for the purpose of evaluation shall be mutually developed by MIT and the Union/Association.
- 9.2.9 No assessment form shall be included in the Unit Member's personnel file until the Unit Member has been provided a written copy of the form and has had a reasonable opportunity to review the contents.
- 9.2.10 A Unit Member shall have the right to append any statement or documentation to any material made a part of the personnel file.

9.2.11 No document shall become a permanent part of a Unit Member's personnel file during the pending of a grievance on such material.

### **9.3 Correcting Deficiencies**

In the event of an unsatisfactory evaluation, the evaluator, or Director or designee, shall take positive action to assist the Unit Member in correcting any cited deficiencies. Such assistance may include, but not be limited to, the following:

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

### **9.4 Procedures**

9.4.1 All post-probation Unit Members shall be evaluated at least once every other year, no later than June 1, using the formal evaluation document.

9.4.2 A Unit Member who receives a promotion to a new classification will be evaluated during the first six (6) months of the new assignment. This shall not be interpreted to affect a Unit Member's employment status in MIT.

### **9.5 Evaluation Document**

A copy of the completed evaluation, signed by the evaluatee and evaluator, shall be placed in the Unit Member's file at the MIT Office. The signing of such document shall not imply agreement with its contents.

### **9.6 The Review Process**

9.6.1 A Unit Member who receives an overall unsatisfactory performance evaluation may request that the evaluation be reviewed. Such request must be made within five (5) days of the date that the Unit Member receives the evaluation. The review shall be conducted by another member of the MIT administration unless otherwise mutually agreed.

9.6.2 The reviewer shall investigate and discuss the evaluation with both the Unit Member and the evaluator.

9.6.3 The reviewer shall attach a statement indicating “agreement” or “disagreement” with the evaluation. Copies will be sent to the Unit Member and the evaluator.

9.6.4 If the reviewer disagrees with the evaluation, the evaluation shall be changed accordingly. A written statement shall be attached to the evaluation by the reviewer indicating the area(s) of disagreement.

## **9.7 Right of Rebuttal**

The Unit Member has the right to submit a written response to the evaluation within ten (10) days of receipt of such evaluation. Such response shall become a permanent attachment to the copy of the evaluation in the Unit Member’s personnel file. If such response is filed within ten (10) days of the written evaluation, the evaluation document may be modified or corrected accordingly.

## **9.8 Right to Representation**

Unit Members shall be entitled to have a Union/Association representative at each meeting described or called for in this Article but in no case shall such meeting be delayed by more than forty-eight (48) hours due to lack of availability of a Union/Association representative.

## **9.9 Personnel Files**

9.9.1 There shall be a single personnel file for each Unit Member. Personnel files shall be kept in the central administrative office of MIT.

9.9.2 Materials in the personnel file of a Unit Member, except as noted below, shall be made available for inspection by the Unit Member in the presence of the Director or designee within one (1) week of the request. Unit Members shall have the right to copy personnel file materials which the Unit Member has signed, upon request. In addition to allowing a Unit Member to inspect his/her personnel file, MIT may simply provide the Unit Member a copy of his/her personnel file. Upon authorization by the Unit Member, a Union/Association representative may review the Unit Member’s file or accompany the Unit Member in her/his review of the file. Material which may be excluded from inspection, and which shall not be included in the Unit Member’s personnel file, shall be limited to ratings, reports or records which:

- Were obtained prior to the employment of the Unit Member involved.
- Were prepared by identifiable examination committee members.
- Were obtained in connection with a promotional examination.

- 9.9.3 Information of a derogatory nature shall not be entered or filed in the Unit Member's personnel file unless and until the Unit Member is given notice and an opportunity to review and comment thereon. A Unit Member shall have the right to enter, and have attached to any such derogatory statement, her/his own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, shall not take place during the Unit Member's working hours. If the Unit Member alleges that the material is false and/or unsubstantiated, a grievance may be initiated to determine the validity of such material. The material shall not be entered or filed in the Unit Member's personnel file unless and until such material sustains the grievance.
- 9.9.4 All material placed in a Unit Member's personnel file shall be dated and signed by the person who caused the material to be prepared. Material shall be added in a timely fashion but no later than one (1) school year after the event giving rise to the documentation occurred, or within one (1) year of when the MIT administration knew or reasonably should have known about such event.
- 9.9.5 The contents of all personnel files shall be kept in strictest confidence. MIT shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the Unit Member or her/his authorized Association representative. MIT shall not disclose materials in a Unit Member's personnel file without the Unit Member's authorization unless required by law.

## ARTICLE 10 – LEAVES OF ABSENCE

### 10.1 Sick Leave

- 10.1.1 All unit members shall earn one (1) day of sick leave with full compensation per contracted month of employment. Unused sick leave shall accrue from year to year.
- a. Unit members shall be credited with their annual allotment of sick leave (ten (10) days/twelve (12) days) upon reporting to work for the first day of the work year.
  - b. Each monthly pay warrant will provide a statement of unit member's accrued hours of sick leave.
- 10.1.2 Leave may be used for personal illness of an immediate family member. Immediate family includes parents, spouse, domestic partner, children, grandchild, brother, sister or grandparent by blood or by marriage.
- 10.1.3 Unit members who are employed for less than a full school year, or who work part-time, shall have their sick leave prorated accordingly.
- 10.1.3 Accumulated sick leave may only be utilized up to fifty (50) days per school year. If sick leave is accumulated beyond fifty (50) days in a school year and the employee has utilized fifty (50) days in one (1) school year, the excess days remain accumulated but shall not be available for use until one (1) school year following the school year in which the fifty (50) days are used. Any sick days accumulated but unused, if applicable, will be transferred to a public school employer upon separation from employment. Employees will not be paid for unused sick time upon separation from employment.
- 10.1.4 An employee who leaves MIT prior to completion of a full school year and who has used more leave than earned shall have the cost of the excess leave deducted from their final paycheck.
- 10.1.5 Employees are expected to call the MIT main office number or their designated supervisor prior to the start of the workday to report an absence. If an employee anticipates an absence of several days, the employee may notify the school with one phone call. For absences of three (3) consecutive work days or more, MIT may require physician verification. If requested, employees may be expected to present a physician's statement certifying the employee's fitness to return to duty after illness.
- 10.1.6 Upon retirement, the employee's accrued sick leave, if any, shall be applied towards service credit in accordance with the California Public Employees' Retirement System ("PERS") regulations.

## **10.2 Holidays**

10.2.1 All Unit Members shall be provided with the following paid holidays as set forth on the school year calendar (**Appendix C**):

New Year's Day; Martin Luther King, Jr. Day; President's Day; Two (2) Fridays for Spring Vacation; Memorial Day; Independence Day; Labor Day; Veterans Day; Day Before and After Thanksgiving; Thanksgiving Day; Five (5) Days During Winter Vacation (Three (3) around Christmas, New Year's Eve, and New Year's Day)

10.2.2 Holidays on Saturday or Sunday

When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

## **10.3 Vacation**

10.3.1 Eligibility

- a. All members of the bargaining unit shall earn paid vacation time under this Article. Vacation shall not be credited to unit members. Unit members may not take vacation prior to earning/accruing vacation.
- b. Unit Members in a regular work status who work less than eight (8) hours per day will have their vacation time prorated.
- c. Earned vacation shall not become a vested right until completion of the first month of employment.
- d. Unit members who are employed for less than a full school year, or who work part-time, shall have their vacation leave prorated accordingly.

10.3.2 Paid Vacation

Any vacation time taken during the school year or otherwise should be coordinated and cleared by the Director or designees subject to scheduling and seniority. No request for vacation shall be unreasonably denied.

10.3.3 Accumulation

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

- a. Commencing with the first year through the second year, unit members shall accumulate ten (10) vacation days per year (0.83 days per month).
- b. Commencing with the third year and thereafter, unit members shall accumulate fifteen (15) vacation days per year (1.25 days per month).
- c. Commencing with the fifth year and thereafter, unit members shall accumulate twenty (20) vacation days per year (1.66 days per month).
- d. Vacation can accrue up to a maximum of twenty-five (25) days. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap. Vacation time in excess of twenty-five (25) days accrued prior to the execution of this Agreement shall be compensated in the manner set forth in the Memorandum of Understanding dated\_\_\_\_\_.

#### 10.3.4 Amount of Vacation Pay

Pay for vacation days shall be the same as that which the Unit Member would have received had he/she been in a working status.

#### 10.3.5 Vacation Pay upon Termination

When a Unit Member terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. Payment of accumulated vacation pay shall be made in accordance with applicable law.

#### 10.3.6 Vacation Postponement

- a. If a Unit Member's vacation becomes due during a period when he/she is on leave due to illness or injury, personal necessity or bereavement, he/she may request that his/her vacation date be changed, and MIT shall grant such request in accordance with the vacation dates available at that time.
- b. If a Unit Member is unable to take all or any part of the scheduled vacation due to illness, injury, personal necessity, or a work schedule with MIT which precluded such action, the amount not taken shall be accumulated for future use.

#### 10.3.7 Interruption of Vacation

A Unit Member may interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active

service, if the Unit Member supplies notice and supporting information regarding the basis for requesting such interruption or termination. Such leave shall be granted and verified on the same basis as would apply if an interruption of vacation were not involved.

#### 10.3.8 Reporting

Unit members' monthly pay warrant shall include a statement of the accumulated hours of vacation leave.

### **10.4 Catastrophic Leave**

Catastrophic injury or illness is defined as a life-threatening injury or illness of an employee which totally incapacitates the employee from work, as verified by a licensed physician, and forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation for the employee. Conditions that are short-term in nature, including, but not limited to, common illnesses such as influenza and the measles, and common injuries, are not catastrophic. Acute chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods may be considered catastrophic. However, common conditions such as back pain, a broken limb, or influenza shall not be considered catastrophic. MIT shall create a catastrophic leave program as follows:

- 10.4.1 Employees may donate one (1) sick leave day per fiscal year to a sick leave bank for unit members suffering a catastrophic illness; however, each employee must retain at least twenty-five (25) sick leave days for his/her own account.
- 10.4.2 Catastrophic leave requests must be submitted in writing to MIT. Any employee who received eligible sick leave credits under this program shall first exhaust all paid leave he/she has accrued.
- 10.4.3 The MIT Director or designee and a Union/Association member shall determine whether or not to grant a request for "Catastrophic Leave" based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence and the prognosis for recovery. All information provided by the employee requesting leave shall be held in strict confidence by the MIT Director or designee and Union/Association member, and shall be isolated from other employment records as required by the Americans with Disabilities Act.
- 10.4.4 The number of sick days that can be received by an employee is limited to forty (40) days per fiscal year.
- 10.4.5 If an employee is probationary at the time of taking a catastrophic illness leave, that employee's probationary status will resume upon return to work from such leave.



## **10.5 Unpaid Leave of Absence**

MIT may grant unit members an unpaid leave of absence for up to one (1) full school year once every five (5) years of consecutive service. Reasons for such leaves shall be limited to illness, accident, family care, or advanced professional training in a field related to the employee's duties or planned duties at MIT. Employees must apply for an unpaid leave of absence no later than twelve (12) weeks before commencement of the school year in which the leave may be taken. In order to qualify for this leave, the employee shall have earned consistently high ratings in evaluations from the administration. A unit member on an unpaid leave of absence must notify MIT of his or her intent to return to his or her position by March 1 of the preceding year that the employee plans to return to work in the fall. Any unit member who wishes to return to employment prior to the expiration of their unpaid leave of absence shall be granted first priority for available substitute positions.

## **10.6 FMLA/CFRA Leave**

This policy explains how MIT complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to 12 workweeks of FMLA leave in any 12-month period for the birth/adoption of a child, the employee's own serious illness or to care for certain family members who have a serious illness. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

### **10.6.1 Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by MIT for the last 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave.

### **10.6.2 Events That May Entitle An Employee To FMLA Leave**

The 12-week FMLA allowance includes any time taken (with or without pay, e.g., use of accrued sick leave as wage replacement) for any of the following reasons:

- a. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement. If both parents are employed by MIT, they will be entitled to a combined total of 12 weeks of leave for this purpose.
- b. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by MIT's

separate pregnancy disability policy).

- c. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury.
- d. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
- e. A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.

#### 10.6.3 Amount of FMLA Leave Which May Be Taken

- a. FMLA leave can be taken in one or more periods, but may not exceed twelve (12) workweeks total for any purpose in any 12-month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve of the employee’s normally scheduled workweeks. For a full-time employee who works five eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
- b. An employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces member shall be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the Armed Forces member.
- c. The “12 month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
- d. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, MIT’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days MIT’s activities have ceased do not count against the employee’s FMLA leave entitlement.

#### 10.6.4 Pay During FMLA Leave

- a. An employee on FMLA leave because of his or her own serious health

condition must use all accrued paid sick leave and may use any or all accrued paid time off at the beginning of any otherwise unpaid FMLA leave period.

- b. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued paid time off at the beginning of any otherwise unpaid FMLA leave.
- c. All other FMLA leaves are unpaid leaves.
- d. The receipt of sick leave/personal necessity leave pay, or State Disability Insurance benefits will not extend the length of the FMLA leave. Such pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

#### 10.6.5 Health Benefits

The provisions of MIT's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by MIT during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, MIT will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

MIT may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

- a. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA leave; and
- b. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

#### 10.6.6 Seniority

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced.

### 10.6.7 Medical Certifications

- a. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by MIT. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request until such certification is provided.
- b. If MIT has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, MIT may request a second opinion by a health care provider of its choice (paid for by MIT). If the second opinion differs from the first one, MIT will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
- c. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

### 10.6.8 Procedures for Requesting and Scheduling FMLA Leave

- a. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the MIT Director or designee. An employee asking for a Request for Leave form will be given a copy of MIT's then-current FMLA leave policy.
- b. Employees should provide not less than thirty (30) days notice or such shorter notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
- c. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt MIT's operations.
- d. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
- e. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the

minimum duration of leave is two (2) weeks, except that MIT will grant a request for FMLA leave for this purpose of at least one (1) day but less than two (2) weeks' duration on any two (2) occasions.

- f. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
- g. In most cases, MIT will respond to an FMLA leave request within two (2) days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within ten (10) days of receiving the request. If an FMLA leave request is granted, MIT will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

#### 10.6.9 Return to Work

- a. Upon timely return at the expiration of the FMLA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
- b. When a request for FMLA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
- c. Before an employee will be permitted to return from FMLA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.
- d. If an employee can return to work with limitations, MIT will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from MIT.

#### 10.6.10 Limitations on Reinstatement

MIT may refuse to reinstate a "key" employee if the refusal is necessary to

prevent substantial and grievous injury to MIT's operations.

#### 10.6.11 Employment During Leave

An employee on FMLA leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment at MIT.

### 10.7 Pregnancy Disability Leave

This policy explains how MIT complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

#### 10.7.1 Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

#### 10.7.2 Events That May Entitle An Employee to Pregnancy Disability Leave

The four-month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- a. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- b. The employee needs to take time off for prenatal care.

#### 10.7.3 Duration Of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

#### 10.7.4 Pay During Pregnancy Disability Leave

- a. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued paid time off at the beginning of any otherwise unpaid leave period.
- b. The receipt of sick/personal necessity leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.
- c. Sick/personal necessity pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

#### 10.7.5 Health Benefits

The provisions of MIT's various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. When a request for pregnancy disability leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

#### 10.7.6 Seniority

An employee on pregnancy disability leave remains an employee of MIT and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, he or she will return with the same seniority he or she had when the leave commenced.

#### 10.7.7 Medical Certifications

- a. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by MIT. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
- b. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

#### 10.7.8 Requesting And Scheduling Pregnancy Disability Leave

- a. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the MIT Director or designee. An employee asking for a Request for Leave form will be referred to

MIT's then current pregnancy disability leave policy.

- b. Employees should provide not less than thirty (30) days or as short of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
- c. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt MIT's operations.
- d. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
- e. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
- f. In most cases, MIT will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, MIT will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

#### 10.7.9 Return To Work

- a. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at the time reinstatement is requested). If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available, but filling that position with the returning employee would substantially undermine MIT's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.



- b. When a request for pregnancy disability leave is granted to an employee, MIT will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
- c. Before an employee will be permitted to return from a pregnancy disability leave of three days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
- d. If the employee can return to work with limitations, MIT will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from MIT.

#### 10.7.10 Employment During Leave

An employee on pregnancy disability leave may not accept employment with any other employer without MIT's written permission. An employee who accepts such employment will be deemed to have resigned from employment.

### **10.8 Industrial Illness/Workers' Compensation**

MIT, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure an employee receives any workers compensation benefits to which he/she may be entitled, the employee will need to:

- Immediately report any work-related injury to the Director or designee;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Director or designee; and
- Provide MIT with a certification from the health care provider regarding the need for workers' compensation disability leave as well as the eventual ability to return to work from the leave.

It is MIT's policy that when there is a job-related injury, the first priority is to insure that the injured employee receives appropriate medical attention. MIT, with the help of its insurance carrier, has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the MIT Director or designee and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the MIT approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the MIT's approved medical facility before returning to work.
- Any time there is a job-related injury, MIT's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

## **10.9 Bereavement Leave**

10.9.1 Employees shall be granted up to five (5) days of paid leave per event to attend the funeral of members of the immediate family. Immediate family includes parents, spouse, domestic partner, children, grandchild, brother, sister or grandparent by blood or by marriage. It further includes any family member residing in the home of the employee. This leave shall not be deducted from the employee's vacation/sick leave bank.

10.9.2 Employees may use sick leave to attend the funeral of a relative not listed as immediate family or personal friends.

## **10.10 Jury Duty Leave**

Employees, while serving jury duty, shall receive full pay for up to two (2) weeks, provided any amount for jury duty service, excluding expenses, is paid over to MIT. Employees shall notify the MIT Director or designee and submit a copy of the jury duty subpoena no later than two (2) days following receipt. Employees shall make every

reasonable effort to postpone jury duty service to a time when school is not in session. Upon return to work, employees shall submit a copy of a certificate of service, or similar proof of service.

#### **10.11 Military and Military Spousal Leave of Absence**

MIT shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (“USERRA”). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, MIT shall continue the employee’s health benefits. For service of more than thirty (30) days, the employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued paid time off as wage replacement during time served, provided such paid time off accrued prior to the leave.

MIT will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

MIT shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide MIT with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee’s military spouse will be on leave from deployment, and (2) documentation certifying that the employee’s military spouse will be on leave from deployment during the time that the employee requests leave.

## **ARTICLE 11 – ASSIGNMENT AND TRANSFER**

### **11.1 Definitions**

Transfer - A change from one work site to another without a change in classification (job title).

Reassignment - A change from one position or classification to another without a change in work site.

Voluntary Transfer or Reassignment - A Unit Member-initiated transfer or reassignment.

Involuntary Transfer - A transfer initiated by MIT.

Vacancy - A position that is unfilled or unoccupied.

Promotion - A promotion is a raise in salary due to placement in a higher position classification.

Qualified - A Unit Member who has met the minimum qualifications as stated in the job description, and who has received overall performance ratings of satisfactory or above on his/her recent work performance evaluations.

### **11.2 Selection**

11.2.1 The determination as to whether or not to fill vacancies through reassignment, transfer, and/or promotion of currently employed personnel or through hiring and placement of newly hired personnel shall be within the sole discretion of MIT.

11.2.2 In the event there are qualified bargaining unit applicants, an interview process shall be conducted prior to posting the vacancy outside.

11.2.3 Selection Criteria - Unit Members with reemployment rights as provided in Article 7 shall receive the position for which they are qualified prior to filling vacancies with currently employed unit members or newly hired personnel.

### **11.3 Increase In Hours**

11.3.1 If a vacancy is created which could result in an increase in hours for a Unit Member in the same classification; that vacancy shall be posted at all work sites prior to being posted for outside applicants. The most qualified applicant shall be selected except as below.

11.3.2 A qualified applicant for an increase in hours will not be considered if:

- a. The increase would interfere with the hours of the Unit Member's current assignment.
- b. The increase would result in more than an eight (8) hour workday.
- c. A qualified applicant for a position that would result in an increase in hours or days will not be considered if the increase would necessarily result in overtime.
- d. If no applicant emerges after posting, the MIT-established application procedure will apply.

#### **11.4 Procedures for Assignment, Reassignment, Transfer, and/or Promotion**

11.4.1 Assuming a unit member with reemployment rights as provided in Article 7 does not accept a vacant position for which they are qualified, any Unit Member covered by this Agreement shall have the right to apply for any vacancy subject to the following conditions:

11.4.2 Application for the vacancy - The written request to MIT shall be made during the period of the posting of the vacancy. All Unit Members on MIT-approved leave shall receive a copy of vacancies sent to their home address. During this period, Unit Members shall be provided an opportunity to apply for positions in which they have interest and for which they are qualified. One (1) copy of all postings shall be sent the Union/Association President at his/her work location at the same time that such postings are made at MIT.

11.4.3 The filling of an application for assignment, reassignment, transfer, or promotion is without prejudice to the Unit Member and shall not jeopardize their present assignment. An application may be withdrawn by the Unit Member in writing at any time prior to the official notification of selection.

11.4.4 It shall be within the discretion of MIT to determine whether or not the vacancy shall be filled. No posted vacancy shall be filled until five (5) workdays after the notice of vacancy has been posted. Consistent with Article 11.4.1, applications received from former Unit Members with reemployment rights as provided in Article 7 shall be reviewed prior to the distribution of vacancy notices outside MIT.

11.4.5 No Unit Members will be denied the opportunity to apply for any vacancy and every applicant may be granted an interview if it has been determined by a review of the application that the applicant is qualified and meets the required selection criteria. Consideration shall be given to all Unit Members who submit properly completed applications for transfer to specific vacancies.

11.4.6 Notification - Within ten (10) work days following completion of the selection process, MIT shall notify each applicant, in writing, of the results with respect to the individual concerned.

### **11.5 MIT-Initiated Reassignments/Transfers**

An involuntary reassignment or transfer may be made only due to change of program/programmatic need or change in enrollment. Involuntary reassignment/transfer shall not be made for punitive reasons. Wherever possible, MIT shall first request volunteers for reassignment or transfers prior to making any involuntary reassignments or transfers.

### **11.6 Vacancy List**

A list of MIT vacant assignments within the Unit Member's present position classification will be made available to each Unit Member being considered for an involuntary transfer. A Unit Member may request the positions, in order of preference, to which a transfer is desired.

### **11.7 Transfer Notice**

A Unit Member affected by such transfer shall be given notice as soon as administratively possible, but in no event, less than ten (10) working days prior to the effective date of the transfer. Prior to the effective date, a conference will be held between the appropriate management person and the Unit Member in order to discuss the reason for the transfer or reassignment.

## **ARTICLE 12 – SAFETY CONDITIONS OF EMPLOYMENT**

### **12.1 Written Report on Unsafe Conditions**

Each unit member shall be required to immediately report to the Director or designee, in writing, any conditions that may have a detrimental effect on the health, safety, or well being of students, employees or other persons. Procedures for reporting and follow-up shall be determined by the Director or designee and Safety Committee, reviewed at least annually, and distributed to Unit Members each year.

### **12.2 Immediate Report of Assault**

Unit members shall immediately report cases of assault suffered by them in connection with their employment to the Director or designee who shall immediately report the incident to the police. The Director or designee shall release the employee from duty when he/she is required to make a statement to the police or appear in court in connection with the incident.

### **12.2 Pupil Suspension for Disciplinary Matters**

A unit member may recommend that a student be suspended consistent with the School's suspension/expulsion policy.

### **12.3 Unsafe Conditions**

Unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety as determined by MIT, and/or the appropriate state agency.

### **12.4 Personal Safety**

#### **12.4.1 Infections or Contagious Disease**

Unit members shall report any suspected infections or contagious disease that the unit member believes endangers their safety. Students suspected of having a contagious disease shall be sent to the school office. The unit member shall be notified regarding the nature of the suspected disease and the steps taken by the Director or designee deemed necessary to protect the safety of the employee and students.

#### **12.4.2 Dangerous Student Action**

Unit members who believe their safety, or the safety of other students, to be endangered by a student's actions should refer such student to the Director or designee. Prior to returning the student to that Unit Member's class, the Director

or designee shall communicate with the Unit Member what action has been taken regarding the student and/or the rationale for returning the student to class.

#### 12.4.3 Reimbursement

- a. Up to a maximum of \$500 reimbursement (per unit member, per school year) shall be made to unit members for loss, destruction or damage by arson, burglary, vandalism of Unit Member purchased or loaned instructional materials used for MIT instruction, as provided below.
- b. Upon bringing such items to MIT for use, such property shall be inventoried, clearly marked, and assessed for value with the Director or designee and written approval must be obtained for such use at MIT from the Director or designee. As such, the Director or designee retains the discretion to deem an item not necessary or suitable for instructional use. Reasonable care must be taken by the unit member to safeguard and secure any such items.
- c. Unit members will not be reprimanded or disciplined in any manner for reporting unsafe conditions, assaults or any other item listed in this Article to the Director or designee or Union.
- d. Unit members will not be required to pay for school equipment broken or damaged due to student negligence and/or the normal wear and tear of such equipment, e.g. computer, DVD player, etc.
- e. If a unit member's car is legally parked on MIT property during school hours and vandalism occurs to that vehicle, the unit member will be reimbursed their insurance deductible up to \$250.



## **ARTICLE 13 – COMPENSATION**

### **13.1 Salary Schedule**

The salary schedule for Unit Members at MIT is attached as **Appendix D**. Retroactive to July 1, 2013, unit members shall receive a three percent (3%) increase on the salary schedule.

### **13.2 Initial Placement**

Initial Placement on the salary schedule shall be determined by the Director or designee and shall be based on demonstrable proof of relevant prior experience. Criteria for determining experience shall be uniform and objective.

### **13.3 Advancement on Salary Schedule**

Unit members shall advance on the salary schedule one step for each year of service. For purposes of this section, a year of service shall mean that the unit member has received compensation for 75% or more of the scheduled work days during a given school year. All paid leave, including vacation, sick leave, bereavement, jury duty and personal necessity time shall count towards the calculation of the amount of service needed for advancement.

For each fifteen (15) units of undergraduate or graduate coursework completed by a unit member subsequent to initial placement, the unit member shall advance an additional step on the salary schedule. The units must be relevant to the unit member's assignment and approved in advance in writing by the Director or designee on a form provided for said purpose. Determination of the application of relevant coursework completed or engaged in prior to the execution of this Agreement shall be made by a joint committee of the Association and MIT. In the event the parties are unable to agree on the applicability of the course work, the matter may be subject to the grievance procedure in Article V.

### **13.4 Salary/Travel Regulations**

#### **13.4.1 Issuance of Checks**

- a. The annual salary of classified personnel (unit members) shall be annually prorated over twelve (12) months and paid once every month.
- b. The daily rate is determined by dividing the annual salary by the total number of workdays. This daily rate is for purposes such as deductions when the Unit Member is absent in situations not covered by paid leaves, to compute prorated contracts when a unit member starts after the beginning of a school year, or terminates before the end of a school year, and to prorate pay increases for changes in salary schedules in the event of the implementations of longer year provisions.

### **13.5 New Job Classifications/Change In Job Classifications**

- a. If a new job classification is established, MIT shall negotiate with the Union/Association over the appropriate salary for that classification. If possible, said negotiations shall take place prior to the filling of the position. If it is not possible to complete negotiations prior to the filling of the position, the salary subsequently agreed upon shall be retroactive to the first day the position was filled. In the event that the parties are unable to agree on whether a position is part of the bargaining unit, the decision shall not be subject to the grievance procedure in Article V. Determination as to the inclusion of the position in the bargaining unit shall be made by the Public Employment Relations Board.
- b. If there is any substantial change in the duties requiring higher skills of any existing job classification in the bargaining unit, MIT will negotiate with the Union/Association regarding possible modification in the salary for such position; and if agreed, such salary will become effective the first day that the change in duties became effective.

### **13.6 Travel**

- a. A unit member shall obtain written permission from the Director or designee to take students on a field trip and to transport such students in the unit member's personal automobile. Written permission shall mean that the trip is a school-sponsored activity with both the unit member's and MIT's insurance companies responsible for any personal injuries or deaths or damage to personal or real property arising during the course of such trip if MIT is liable.
- b. Unit members who may be requested to use their own automobiles in the performance of their duties shall be reimbursed for all MIT required travel at the current School mileage rate for all driving done between arrival at the first location at the beginning of their work day and departure from the final location at the end of their work day.
- c. Unit members who use their personal cars for other business designated by the Director or designee shall receive the benefits provided in paragraph (b) above.

### **13.7 MIT Stipends**

Based upon the availability of funding, stipends may be provided to unit members on a non-discriminatory basis. The process for awarding stipends shall be carried out annually in an open and competitive manner.

**ARTICLE 14 – HEALTH AND WELFARE**

**14.1** Effective July 1, 2014, MIT shall enforce the following caps regarding the School’s monthly contribution towards health benefits premiums:

- Single                                 \$430
- Single + One                         \$853
- Family                                 \$1,050

When calculating the remaining balance on unit members’ premiums, unit member contribution levels will be composited within policy category. The three (3) policy categories are Single, Single Plus One, and Family. When setting the unit member contribution levels for a category, sum all remaining individual policy balances within a category, then divide that sum amount between all members of said category. Effective July 1, 2015, the aforementioned caps shall remain in place but unit members’ contributions shall not be composited as outlined above unless negotiated by the parties. A summary of the May 2014 employee health care contributions is attached as **Appendix D**.

**14.2** MIT provides the following medical, dental, and vision insurance benefits to unit members who work twenty (20) or more hours per week:

- Medical: MIT offers benefits through Blue Shield, Kaiser, PERS Choice, or PERS Care.
- Dental: Benefits paid up to 90% of Delta PPO rate or 100% of HMO rate.
- Vision: MIT will provide 100% VSP (plan B, 20/20 co-pay)

MIT provides the following life insurance benefits to unit members who work forty (40) or more hours per week:

- Life: MIT will provide 100% coverage of \$50,000 Life Insurance.

The MIT benefits plan covers the cost of medical coverage for dependents as indicated in **Appendix E**.

**14.3 Pro-Rated Benefits Charts**

Unit members who do not work full-time will have the additional cost of benefits deducted from the unit member’s paycheck. Unit members may decline health benefits and will receive cash in lieu of benefits on a monthly basis.

Hourly Employees:	Salaried Employees:
40 hours a week = 100% Benefits	1.0 FTE = 100% Benefits
38 hours a week = 95% Benefits	.83 FTE = 83% Benefits
36 hours a week = 90% Benefits	.66 FTE = 66% Benefits
34 hours a week = 85% Benefits	.5 FTE = 50% Benefits

32 hours a week = 80% Benefits	.33 FTE = 33% Benefits
30 hours a week = 75% Benefits	.17 FTE = 17% Benefits
28 hours a week = 70% Benefits	
26 hours a week = 65% Benefits	
24 hours a week = 60% Benefits	
22 hours a week = 55% Benefits	
20 hours a week = 50% Benefits	
Below 20 hours a week = 0% Benefits	

#### **14.4 Fringe Benefit Insurance**

14.4.1 Health, Dental, Vision and Life Insurance: MIT shall contribute a capped amount per unit member to be utilized for payment of premiums for benefits as applicable. The unit member is responsible for any costs over the employer contribution. Employee benefits are as described in **Appendix E**.

##### 14.4.2 Changes in Health Care Providers

MIT shall have the right to substitute and/or add or delete health care providers during the term of this Agreement provided that such substitute coverage is substantially similar to the coverage provided by current providers. MIT shall have the right to offer additional coverage subject to the approval of the Union/Association.

#### **14.5 IRC 125**

Unit members shall be allowed to participate in an IRC 125 plan, to enable them to pay their cost of insurance with pre-tax dollars. If the unit member wishes not to participate in the IRC 125, the unit member must notify the Director or designee in writing.

#### **14.6 Retirement**

All unit members shall be participants in the Public Employees' Retirement System (PERS). Unit members shall be subject to deductions for Federal Social Security.

## **ARTICLE 15 – NEGOTIATIONS PROCEDURES**

### **15.1 Initial Proposals**

No later than the scheduled Board Meeting in May of the calendar year in which this agreement expires, the Union/Association 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 30<sup>th</sup> of the calendar 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/Association for distribution to each unit member in the school.

### **15.4 New Bargaining Unit Members**

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

### **15.5 Effect of Agreement**

Any individual contract executed between the Board and a unit member shall be subject to and consistent with terms and conditions of this Agreement. Moreover, to the extent permitted by law, this Agreement shall supersede rules, regulations or practices of the Board which are contrary to or inconsistent with its terms.

### **15.6 Term**

This Agreement will be in effect from July 1, 2014 to June 30, 2017, with each party able to open salary, benefits and two (2) reopeners (Articles) for 2014-2015 and 2015-2016.

## **ARTICLE 16 – FACILITIES**

MIT agrees to provide unit members with reasonable supplies and equipment to prepare instructional materials. In addition, MIT shall provide each unit member with the following as needed to perform their job function:

- 16.1 A separate desk upon request.
- 16.2 Chalkboard and/or whiteboard space in every classroom.
- 16.3 Secure storage space in each classroom for instructional materials and personal belongings for instructional assistants. Secure storage for personal belongings for other unit members shall be made available in a location convenient to their work assignment.
- 16.4 Materials required in daily responsibilities.
- 16.5 Copy machines will be provided for materials related to the curriculum or approved school activities.
- 16.6 So long as MIT remains in its current facilities, it shall maintain in the school at least two (2) restrooms for staff use.
- 16.7 Telephone facilities shall be provided and properly maintained and identified as being for the use of unit members.
- 16.8 MIT shall use reasonable efforts to see that the facilities are properly maintained.
- 16.9 With respect to the foregoing, the parties recognize MIT's dependence on the facilities made available by the Vallejo City Unified School District. In the event of impossibility of performance due to the actions of the Vallejo City Unified School District with respect to specific facility issues, the parties agree to meet and negotiate on suitable alternative provisions to carry out the intent of the parties.
- 16.10 MIT is responsible for the cost of repairing School computers and other costs related to School equipment repairs or replacement in the event of break-ins.

## **ARTICLE 17 – SEPARABILITY, SAVINGS AND STATUTORY CHANGES**

- 17.1 Should any part of this agreement or application of this agreement be held contrary to law; illegal or unenforceable by the final decision of a court of competent jurisdiction, or the decision of a duly authorized governmental agency, then such provisions or applications thereof shall not be deemed valid and subsisting except to the extent permitted by law, but all provision of this agreement shall continue in full force and effect.
- 17.2 In the event of such a decision as set forth above, the parties agree to immediately meet and negotiate for the purpose of developing substitute provisions for such parts or provisions rendered or declared illegal or unenforceable.
- 17.3 In the event that state or federal statutory actions mandate change in the provisions of this agreement, the parties agree to meet and negotiate for the purposes of developing such modifications to the affected provisions.

## **ARTICLE 18 – TECHNOLOGY AND RELATED CONTRACT PROVISION**

MIT and MITAEA will maintain a Technology Committee to develop or revise a technology plan which will include, but not be limited to a review of unit member's technology and educational needs (i.e., computer training, tech-rich lessons, Smart Board Training with follow-up information, syllabus for grade level to grade level technology goals, updates for existing computers and schedules for such, and compensation to develop any additional lessons, etc.).



## **ARTICLE 19 – MAINTENANCE OF STANDARDS**

- 19.1 MIT shall not reduce or eliminate the wages, hours, or other terms and conditions of employment, as defined in Government Code Section 3543.2, as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.
- 19.2 This Agreement shall supersede any rules, regulations, or practices of MIT, except as provided in Section 19.1 above, which are, or may in the future be, contrary to or inconsistent with the express terms of this Agreement.
- 19.3 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 inequitable or contrary to applicable law and/or regulations.
- 19.4 The parties shall administer this Agreement, all its terms, and the work rules which implement this Agreement with uniform application and effect. The parties shall treat all Unit Members equitably in the interpretation of this Agreement, its terms, and the work rules which implement this Agreement.

## **ARTICLE 20 – PUBLIC COMPLAINTS**

- 20.1 Any public complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint consistent with Article 9.9.4 if the complaint may be placed in the unit member's file or used against the unit member as described in Article 7.4.1.
- 20.2 Complainants shall be encouraged to meet directly with the unit member prior to making a written complaint. The MIT Director or designee may attempt to establish a meeting between the unit member and the complainant to attempt to encourage an informal resolution of the issue. A union representative may be present at the meeting when the unit member is legally entitled to such representation.
- 20.3 Prior to finalizing an investigation or taking any disciplinary action on a public complaint against a unit member, MITA shall first share the complaint with the unit member and provide him/her an opportunity to respond verbally and/or in writing to the complaint. To the extent possible, all information or proceedings regarding any complaint shall be kept confidential by MIT.
- 20.4 Complaints which are withdrawn, shown to be false, or not sustained by the grievance procedures shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary/dismissal action against the unit member.
- 20.5 No negative and/or unsatisfactory evaluation, assignment, discipline, dismissal, or other adverse action shall be predicated upon complaints, information or material of derogatory or critical nature which has been received by MIT from pupils, parents, MIT, unit members, public agency and/or the public unless the aforementioned procedure has been followed.

**APPENDIX A**  
**Statement of Grievance Form, Level II**

***MITAEA/MARE ISLAND TECHNOLOGY ACADEMY***  
**STATEMENT OF GRIEVANCE FORM**  
**LEVEL II**

<b>GRIEVANT'S NAME</b>	<b>SCHOOL</b>	<b>HOME PHONE</b>

1. A clear, concise statement of the grievance, and the circumstances involved (please indicate names, locations, dates, times, etc.):

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2. Specific section(s) violated, misinterpreted or misapplied:

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3. Remedy sought:

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Grievant Signature:

Union/Association Representative(s):

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Date

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Date

*(Please use other side if necessary)*

**APPENDIX B**  
**Statement of Grievance Form, Level III**

***MITAEA/MARE ISLAND TECHNOLOGY ACADEMY***  
**STATEMENT OF GRIEVANCE FORM**  
**LEVEL III**

1. A clear, concise statement of reasons for appeal:

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2. The specific remedy sought (which shall be the same as requested at Level II):

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3. Attach a copy of the original grievance and response from Level II:

Grievant Signature:

Union/Association Representative(s):

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Date

Date

*(Please use other side if necessary)*

**APPENDIX C**  
**School Year Calendar(s)**

**APPENDIX D**  
**Mare Island Technology Academy**  
**Classified Salary Schedule**

**APPENDIX E**  
**Employee Health Care Contributions May 2014**

**APPENDIX F**  
**Mare Island Technology Academy**  
**Medical Benefits Summary**