

**Memorandum of Understanding
Between
Morongo Unified School District
and
California School Employees Association and its Chapter 29 (CSEA)**

June 14, 2017

This Memorandum of Understanding (MOU) is entered into by and between Morongo Unified School District (hereinafter "District") and the California School Employees Association and its Chapter 29 (hereinafter "CSEA").

- The District and CSEA have agreed to the final out of pocket costs for the 2017-2018 school year for classified bargaining unit members for Health and Welfare benefits.
- The Current Health and Welfare package is purchased at a composite rate for the classified bargaining unit.

The parties agree as follows:


1. For 2017-2018, the following is the tenthly deduction schedule for bargaining unit employees who receive Health and Welfare benefit coverage:


<u>Level of Coverage</u>	<u>Deduction Schedule</u>
Employee only	\$94.00 tenthly (\$940 annually)
Employee +1	\$180.00 tenthly (\$1,800 annually)
Employee + Family	\$180.00 tenthly (\$1,800 annually)

2. This MOU shall constitute the entire agreement of the parties on the subject of out of pocket costs for health and welfare in the 2017-18 year, and anything proposed but not contained herein shall be considered withdrawn.
3. Except as expressly modified herein, the Collective Bargaining Agreement between the District and the Association shall remain unchanged and in full force and effect.

This Memorandum of Understanding is a tentative agreement and is subject to CSEA policy 610.


For CSEA


Shadee Johnson, President, CSEA #29


Patti Burke, Negotiations Chair



Yvonne Unpingco

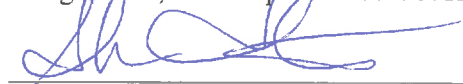

Mike Morgan


Loya Howell


Beth Caskie, CSEA LRR

For the District


Doug Weller, Asst. Superintendent of HR


Sharon Flores, Asst. Sup. – Business Services

6.14.17
DATE

Tentative Agreement

Between

Morongo Unified School District (District)

And

California School Employees Association and its Chapter 29 (CSEA)

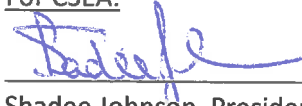
Reopener Negotiations 2017-2018

June 14, 2017

The Morongo Unified School District (District) and the California School Employees Association and its Chapter 29 (CSEA) agree to the following in settlement of reopener negotiations for the 2017-2018 contract year.

1. The parties agree to amend the following Articles, as set forth in the attached agreements: Article B-1, Noon Supervisor; Article L, Compensation and Benefits; Article O, Holidays, Vacation, Paid Sick Leave, and Other Leaves; and Article R, Probationary Periods.
2. Except as expressly set forth herein and the attached agreements, the Collective Bargaining Agreement shall be unchanged.
3. This Agreement and the attached documents shall constitute the entire agreement of the parties and any item not contained herein shall be considered withdrawn.
4. This Agreement shall complete reopener negotiations for the 2017-2018 contract year.
5. This Agreement shall not become final until ratified by the Governing Board and the CSEA membership. This Agreement is subject to CSEA policy 610.

For CSEA:



Shadee Johnson, President, CSEA #29



Patti Buke, Negotiations Chair



Yvonne Unpingco



Mike Morgan

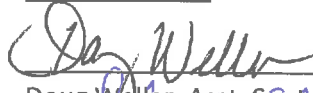


Loya Howell




Beth Caskie, CSEA LRR

For the District:



Doug Weller, Asst. Supt., HR



Sharon Flores, Asst. Supt., Business Services

California School Employees Association and its Chapter 29 (CSEA)
to
Morongo Unified School District (District)

Tentative Agreement

June 6, 2017

The parties agree to the follow change to Article B 1:

B1 – NOON SUPERVISOR

[No changes to language referring to Articles A – N.]

Except as provided in this separate article, no other provisions of the classified collective bargaining agreement will be applicable to this classification.

Article O – Holidays, Vacation, Paid Sick Leave and Other Leaves

The following represents the totality of this Article. No other provisions will apply.

1. *[No change]*
2. Incorporate by reference Section 1, (Holidays), Section 9, Jury Duty; Section 12, Maternity Leave; Section 13, Military Leave; and Section 19, Family and Medical Leave.

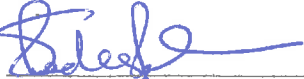
No further changes to this article.

For the District

For CSEA

For CSEA

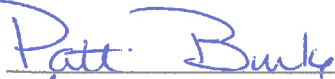
For the District



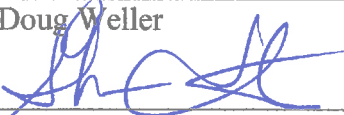
Shadee Johnson



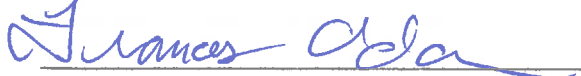
Doug Weller



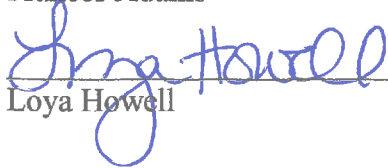
Patti Burke



Sharon Flores



Frances Adams



Loya Howell



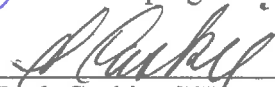
Mike Morgan



Margaret Korotenko



Yvonne Unpingco



Beth Caskie, CSEA LRR

California School Employees Association and its Chapter 29 (CSEA)
to
Morongo Unified School District (District)

Tentative Agreement

ARTICLE L: COMPENSATION AND BENEFITS

June 14, 2017

Should the District agree to increase the total compensation of any other represented or unrepresented District employees for the 2017-18 year, the District agrees to increase the classified bargaining unit total compensation by the same percentage with the same effective dates.

Section 1: Salary

Effective July 1, 2017, the classified salary schedule shall be increased by one-half of one percent (0.5%).

Sections 2 through 10: No change

Section 11: Health and Welfare Benefits

A. The parties have agreed to a comprehensive health and welfare benefit package which includes the following coverages:

1. Major Medical
2. Group Dental
3. Income Protection Plan, premium to be partially paid by the bargaining unit employee. Specifically, the employee will pay \$.11 per each \$100.00 of his/her salary.
4. Group Life Insurance
5. Vision Care

B. 1. Effective July 1, ~~2016~~, 2017, the District shall pay a maximum annual contribution for health and welfare benefit premiums (Medical, and Dental, Vision, and Life Insurance) of ~~\$12,100~~ \$12,520 for each eligible full-time bargaining unit employee. Effective July 1, ~~2016~~, 2017, the District shall make a one-time contribution of ~~\$235,000~~ \$256,100 to the Benefit Fund to be used for bargaining unit employees' health and welfare benefit premiums (Medical, Dental, Vision and Life Insurance). The District shall make a one-time payment of \$100 to each of those bargaining unit members who are not eligible for healthcare benefits and who are employed by the District on September 1, 2017. The expected cost of the one time contribution is \$38,200.

No further changes to Section 11.

Sections 12 - 15: No changes

This agreement is subject to the approval process of both parties.


For CSEA



Shadee Johnson



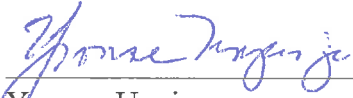
Patti Burke



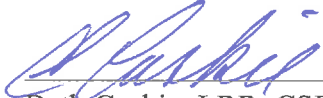
Loya Howell



Mike Morgan



Yvonne Unpingco



Beth Caskie, LRR, CSEA

For the District



Doug Weller



Sharon Flores

California School Employees Association and its Chapter 29 (CSEA)
and
Morongo Unified School District (District)

Tentative Agreement
June 6, 2017

The parties agree to the following changes where indicated, all other language to remain status quo:

ARTICLE O: HOLIDAYS, VACATION, PAID SICK LEAVE AND OTHER LEAVES

Section 1: Holidays - No changes

Section 2: Vacation - No changes

Section 3: Paid Sick Leave

Sections A through I – no changes

J. Donation of Sick Leave

J.1 through J. 4 – no changes

5. All donations shall be converted to hours so that for each donated hour, the receiving employee will receive one hour of paid leave, regardless of the employees' differing rates of pay.

6. – no changes

7. – no changes

Section 4: Additional Sick Leave

A. When a bargaining unit employee is absent from his/her duties, due to an illness or accident, and has exhausted all entitlement to fully paid sick leave, earned vacation (unless the employee elects to use his or her vacation in conjunction with the additional sick leave as set forth in section 1(e) below), compensatory overtime, or other available paid leave, including worker's compensation leave if applicable, the bargaining unit employee will be entitled to additional sick leave as described in this section.

1. From the first (1st) date of absence for a verified non-industrial accident or illness and from the sixty-first (61st) day of absence for a verified industrial illness or accident, and for a period of five (5) calendar months, the employee will be entitled to leave in the order described below regardless of whether the absence is continuous or intermittent:

a) Paid sick leave as delineated in Section 3 of this Article.

b) Earned vacation, ~~(as described in~~ unless used in conjunction with additional sick leave as set forth in section "e" below), compensatory time, or other paid leave entitlement.

c) At the exhaustion of (a) and (b) above and for five (5) calendar months of absence including the paid leaves identified in (a) and (b) above, the bargaining unit employee will be entitled to two-thirds (2/3) of his/her regular pay. Where the leave of absence is intermittent (and for these purposes only), a "calendar month" is defined as twenty-one and three-quarters (21.75) days in paid status.

d) If the illness or injury occurs at a time when any portion of the five (5) month period will overlap into the next fiscal year, the remainder shall not carry over into the next fiscal year, and the employee shall be entitled to a new five (5) month period in the next fiscal year regardless of whether the leave is for the same illness or injury.

e) Bargaining Unit Employees' earned vacation ~~shall~~ may be used, at the BUE's discretion, in conjunction with the five (5) calendar month two-third (2/3) pay in order to receive full pay for the day of absence. (example: 1/3 vacation day ~~will~~ may be added to the 2/3 additional sick leave for each day on additional sick leave after bargaining unit member has exhausted all paid sick leave in order to maintain full pay) The five (5) calendar months shall be exhausted by one (1) day for each day of absence, regardless of the coordination with vacation leave.

2. At the end of the five (5) calendar month period or upon the exhaustion of all available leaves, paid and unpaid, whichever comes last, the permanent bargaining unit employee may request additional leaves of absence, paid or unpaid, not to exceed six (6) months. The District may renew the leave of absence, paid or unpaid, for two additional six (6) month periods or lesser leave periods that it may provide but not to exceed a total of eighteen (18) months. If at the conclusion of all leaves of absence, paid or unpaid, the bargaining unit employee is still unable to assume the duties of his/her position, the bargaining unit employee shall be placed on the reemployment list for a period of thirty-nine (39) months as set forth in Section 6, below.

B. Nothing in this section grants any employee additional paid sick leave exceeding five (5) calendar months in one (1) fiscal year, excluding sixty (60) days of industrial accident and illness leave as provided in Section 7 below.

C. The District shall notify the employee, by Certified Mail, of payroll and benefit entitlements as soon as possible after 30 days of absence within a fiscal year, or 30 days for the same illness/injury.

Section 5: Termination of Sick Leave - No changes

Section 6: Reemployment List - No changes

Section 7: Industrial Accident and Illness Leave - No changes

Section 8: Bereavement Leave - No changes

Section 9: Jury Duty

Section 9: Jury Duty

A. Bargaining unit employees are not excused from jury duty. Leave for jury duty with pay will be granted if with proper verification from the court showing the employee's jury service. ~~is submitted to district.~~ Payment received for jury duty will be reimbursed to the District. Any meal, mileage, and/or parking allowance received shall be retained by the bargaining unit employee.

B. The employee shall notify his or her immediate supervisor of the notice for jury duty leave, accompanied by a copy of an official summons for jury service, no fewer than ten (10) days prior to the date on which the unit member is scheduled to appear, or as soon as possible if such notice is received less than ten (10) days prior to the time for service.

C. Bargaining unit employees who are scheduled to work the day shift and who have been directed to report for jury duty in the morning shall not be required to report to work prior to reporting for jury duty. If the employee is released from jury duty before 11:00 a.m., he or she shall report to work for the remainder of his or her work shift, or may use personal necessity or vacation leave for the remainder of his or her work day.

D. Bargaining unit employees who are scheduled to work the day shift and who have been directed to call the jury duty service line during the work day are obligated to report for their regular work shift, unless the employee elects to use personal necessity or vacation leave. If the employee is not required to report for jury duty that day, he or she shall report to work for the remainder of his or her work shift, or may use personal necessity or vacation leave for the remainder of his or her work day.

E. Bargaining unit employees whose work shifts start after 11:00 a.m. and who report for jury duty are only required to work the difference in hours between the number of hours they served in jury duty (including travel time from the jury duty location to the employee's work location) and the number of hours in their regular work shift. If the employee is released from jury duty after 11:00 a.m., the employee is not required to return to work.

Section 10: - No changes

Section 11: Personal Leave Without Pay – No changes

Section 12: Maternity Leave – No changes

Section 13: Military Leave – No changes

Section 14: Opportunity Leave – No changes

Section 15: Leave of Absence for Retraining and Study – No changes

Section 16: Personal Necessity Leave – No changes

Section 17: Personal Leave -- No changes

Section 18: Transfer of Sick Leave and Other Benefits – No changes

Section 19: Family Leave – No changes

Section 20: Health Leave – No changes

Section 21: Family Illness Leave (Labor Code Section 233) - No changes

For CSEA


For the District



Shadee Johnson


Doug Weller


Patia Burke


Sharon Flores


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Loya Howell


Mike Morgan


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Yvonne Unpingco


Beth Caskie, CSEA LRR

California School Employees Association and its Chapter 29 (CSEA)

And

Morongo Unified School District

Tentative Agreement

May 12, 2017

ARTICLE R: PROBATIONARY PERIODS

A. No changes

B. Permanent Bargaining Unit Employees Serving a Probationary Period in a New Classification

1. Any permanent bargaining unit employee who transfers, promotes, or demotes to a classification in which he/she has not previously completed a probationary period, shall serve a probationary period of ~~sixty (60)~~ seventy (70) days actually worked (not to include paid leaves or holidays) in the new classification.

2. Supervisors shall evaluate permanent bargaining unit employees serving a probationary period in a new position after the completion of thirty (30) days actually worked, as provided in Article T.

3. A permanent bargaining unit employee serving a promotional, transfer, or demotional probationary period who subsequently fails probation in the new classification shall be reinstated in permanent status in his/her former position unless there is cause for dismissal from district employment.

4. The District's decision to not pass an employee through a promotional, transfer, or demotional probationary period shall not be subject to the grievance or discipline procedure of this Agreement, but the bargaining unit employee may appeal the action to the Superintendent whose decision shall be final. Any dismissal or suspension shall be subject to the discipline Article V of this Agreement.

C. Extension of Probationary Period


Any probationary period may be extended ~~beyond one hundred and thirty (130) days~~ upon the mutual written agreement of the District, the Association, and the bargaining unit employee, but in any case the total probationary period shall not exceed a total of twelve (12) months.

For CSEA


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For the District


Doug Weller


Sharon Flores
