

CONTRACT FOR CLASSIFIED PERSONNEL

BETWEEN

THE SAN CARLOS SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER 263

JULY 1, 2015 - JUNE 30, 2018

TABLE OF CONTENTS

| ARTICLE NUMBER | | PAGE |
|-----------------------|--|-------------|
| I | Recognition | 1 |
| II | No Discrimination | 2 |
| III | Organizational Security | 3 |
| IV | Employee Rights | 4 |
| V | Organizational Rights | 6 |
| VI | Hours and Overtime | 8 |
| VII | Pay and Allowances | 10 |
| VIII | Employee Expenses and Materials | 12 |
| IX | Health and Welfare Benefits | 13 |
| X | Holidays | 15 |
| XI | Vacation Plan | 16 |
| XII | Miscellaneous Provisions | 19 |
| XIII | Leaves | 20 |
| XIV | Hiring | 29 |
| XV | Transfers | 30 |
| XVI | Promotions | 31 |
| XVII | Classification, Reclassification, and Abolition of Positions | 32 |
| XVIII | Layoffs and Re-Employment | 33 |
| XIX | Grievance Procedure | 36 |
| XX | Safety | 38 |
| XXI | Training | 39 |
| XXII | Professional Growth | 40 |
| XXIII | Severability | 43 |
| XXIV | Negotiations | 44 |
| XXV | Disciplinary Action | 45 |
| XXVI | Retiree Benefits | 49 |
| XXVII | Completion of Meet and Negotiate | 51 |

ARTICLE I

RECOGNITION

- 1.1 The District recognizes the Association as the exclusive representative as defined in Section 3540.1(e) of the Government Code. CSEA shall represent the following Classified positions in the District:

| | |
|------------------------------------|------------------------------------|
| Special Education Secretary | Nurse Para-Educator |
| D.O. Registrar/Front Office Clerk | Maintenance Painter/Carpenter |
| Elementary School Secretary | Grounds Maintenance Supervisor |
| Middle School Secretary | Lead Grounds Worker |
| Human Resources Assistant | Lead Grounds Maintenance Worker |
| Lead Technology Support Assistant | Grounds Maintenance Worker I & II |
| Technology Support Assistant | Driver/Maintenance Assistant |
| Library Technician | Head Day Custodian |
| Instructional Aide | Lead Day Custodian |
| Special Education Office Assistant | Night Custodian II |
| Physical & Nutrition Educ. Liaison | Maintenance Mechanic |
| Technology Associate | Food Service Assistant |
| Special Education Para-Educator | Purchasing /Accounts Payable Clerk |
| | Payroll/Benefits Specialist |

- 1.2 Excluded from this unit are all employees whose position is not listed above, all noon duty supervisors, substitute employees, short-term positions employed and paid for less than 75% of a school year, student employees, and all management and confidential employees.
- 1.3 The term “short-term employees” shall be construed to mean any person who is employed to perform a service for the District, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis. Students are part-time or full-time students employed in work-study or work experience programs.
- 1.4 All newly created positions, except those that lawfully are certificated, management, confidential or supervisory or excluded in Section 1.2 above, shall be assigned to the bargaining unit. Any disputes shall be submitted to PERB for resolution.

¹ Effective July 1, 2002, Health Para-Educators shall be employed subject to needs identified in an individual student’s IEP.

² Add effective May 1, 2002. Inclusion Para-Educators shall be employed subject to the approval of the special education inclusion students IEP team. Notwithstanding Article XVIII, individuals hired in this position shall not have any bumping rights within this classification, but they shall be placed on the 39-month rehire list when they are laid off.

ARTICLE II

NO DISCRIMINATION

- 2.1 The District shall not discriminate against any unit member on the basis of race, color, national origin, religion, sex, gender expression, gender identity, pregnancy, physical or mental disability, medical condition, (cancer related or genetic characteristics), genetic information (including family or medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services.

ARTICLE III

ORGANIZATIONAL SECURITY

3.1 CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee within fifteen days of the deduction all sums so deducted.

3.2 Dues Deduction:

3.2.1 The District shall deduct in accordance with the CSEA dues and service fee schedule, dues from the wages of all employees who are members of CSEA on the date of the execution of this agreement, and who have submitted dues authorization forms to the District.

3.2.2 The District shall deduct the initiation fee and dues in accordance with the dues and service fee schedule, from the wages of all employees who, after the date of execution of this agreement, become members of CSEA and submit to the District a dues authorization form.

3.2.3 The District shall immediately notify the Chapter president if any member revokes a dues authorization.

3.3 Service Fee:

3.3.1 CSEA and the District agree that each employee in the bargaining unit should contribute equally toward the cost of administration of this agreement by CSEA and for the representation of employees in the bargaining unit by CSEA.

3.3.2 Employees in the bargaining unit who are not members of CSEA on the effective date of this agreement and employees who hereafter come into the bargaining unit shall within thirty (30) days of the date of this agreement of their employment, apply for membership and execute an authorization of dues deduction on a form provided by CSEA. Any employee who is not a member of the Association or who did not make application for membership within thirty (30) days from the date of employment, will pay a service fee as set forth in the CSEA service fee schedule. The employee shall authorize payroll deductions for such fee in the same manner as provided above (See Appendix F).

3.3.3 Any employee who is or becomes a member of CSEA shall, as a condition of employment, maintain his/her membership in good standing for the duration of this agreement.

ARTICLE IV

EMPLOYEE RIGHTS

4.1 Personnel File:

- 4.1.1 The personnel file of each employee shall be maintained at the District's central administration office. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file.
- 4.1.2 Employees shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- 4.1.3 An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the employee's personnel file within one (1) working day of the request, with the exception of material that includes ratings, reports, or records which were obtained prior to employment of the employee involved.
- 4.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative if authorized by the employee. The log shall be maintained in the employee's personnel file.
- 4.1.5 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

4.2 Evaluation:

No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements, but shall only be based upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Section 4.1 above.

4.3 Grievance Procedure:

CSEA or any employee in the bargaining unit shall have the right to utilize the grievance procedure provided in this agreement for resolving any disputes arising under this Article.

4.4 Evaluation Procedure:

4.4.1 The Superintendent or Designee shall provide a systematic method for the evaluation of the performance and abilities of each classified employee which shall provide the employee with knowledge as to his/her position as to the District standards in the present and potential job classification.

4.4.2 Probationary employees shall be evaluated within the first three months of employment and again prior to the completion of the first five months of employment. Forms for evaluation will be provided by the District. "Probationary Period" is the six (6) month period excluding summer recess of initial service in a CSEA position excluding short-term, substitute or as needed employment. The probationary period is also six (6) months excluding summer recess for change of classification or promotion.

4.4.3 Permanent employees shall be evaluated at least once annually. Forms for evaluation will be provided by the District.

4.4.4 When an incident occurs which requires immediate direction or censure by a supervisor, the District form entitled "Administrator-Employee Conference" is to be kept and becomes a part of the employee's permanent file.

4.4.5 When material of a derogatory nature is to be placed in the employee's personnel file, the employee will be notified and given an opportunity to review and comment thereon and have the comments entered into the file, except for comments which result from the following: ratings, records, or reports which were obtained prior to the employment of the person involved.

ARTICLE V

ORGANIZATIONAL RIGHTS

5.1 CSEA Rights:

CSEA shall have the following rights in addition to the rights contained in any other portion of this agreement:

Employee organizations shall have the right to access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by Government Code section 3543.1(b).

- 5.1.1 A complete hire date seniority roster of all bargaining unit employees shall be furnished to CSEA by September 1, as of June 30th. In the event the District anticipates any layoffs or reduction in hours that may affect bargaining unit employees, an update of those classifications affected shall be provided to CSEA prior to the commencement of negotiations on these issues.
- 5.1.2 Upon request, a copy of any and all applications, grants, funding or approval which can be expected to have an impact on the classified services will be forwarded to the Association in the same manner and at the same time as the subject matter is submitted for consideration to the Board.
- 5.1.3 Upon request, a copy of the approved budget will be provided to the Association.
- 5.1.4 Any CSEA State Officer shall be entitled to five days release time per year for the life of the contract and the Association shall reimburse the District for the cost of a substitute if one is used.
- 5.1.5 The right to review employees' personnel files and any other records dealing with employees when accompanied by the employee or on presentation of a written authorization signed by the employee.
- 5.1.6 The right to review at reasonable times any other material in possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative.
- 5.1.7 The right of release time for two CSEA Chapter delegate to attend the CSEA Annual Conference.
- 5.1.8 Release time shall be provided to night shift employees for the purpose of attending monthly chapter meetings which begin at 4:30 p.m.

5.2 Advisory Committee:

The District shall not form or cause to be formed any advisory committee on any matter concerning bargaining unit employees without advising the Chapter president.

5.3 Distribution of CSEA Materials:

At the time a new employee is hired, the District shall provide the employee with a CSEA membership packet which shall include an application for membership. It shall be the responsibility of CSEA to supply the District with the membership packets.

ARTICLE VI

HOURS AND OVERTIME

6.1 Work Schedule:

- 6.1.1 The work schedule for all full-time employees is a five-day forty-hour week.
- 6.1.2 Full-time employees will work eight hours per day including a minimum of one-half hour of unpaid lunch period except night custodians will have one-half hour of paid lunch period.
- 6.1.3 Employees working on a continuous basis, but less than twelve (12) months per fiscal year, shall be considered permanent, part-time employees, and employees on such a schedule shall be compensated on a monthly or hourly basis for the number of months or hours worked, as determined by the Board of Trustees.
- 6.1.4 A daily or weekly work schedule of less than the number of hours of full-time employment shall be considered part-time service and employees on such a schedule shall be compensated on a prorated basis of the salary schedule indicated in Appendix A.
- 6.1.5 Lunch Periods: Full time employees shall be entitled to an uninterrupted lunch period that will be scheduled at or about the midpoint of the workshift.
- 6.1.6 Starting, ending and lunch time for any employee may be adjusted by mutual agreement between the employee and supervisor.

6.2 Overtime:

- 6.2.1 Overtime work shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay for hours worked in excess of eight hours in one day or 40 hours in one week.
- 6.2.2 Any employee working at least four hours, but less than eight hours, who works six or seven consecutive days, shall receive overtime for the hours worked in the sixth and/or seventh day.
- 6.2.3 Any employee required to work on a holiday as designated by this agreement shall receive his/her regular rate of pay for the work performed on the holiday, in addition to the holiday rate of pay of time and one-half.
- 6.2.4 All overtime shall be entered on a monthly timesheet, signed by the employee, and approved by the immediate supervisor. Original of said monthly timesheet shall be kept in the District Business Office.
- 6.2.5 The Superintendent or his designee must approve all overtime in advance.

6.2.6 Any employee called back to the job site shall receive a minimum allowance of two (2) hours at overtime rate.

6.2.7 Any employee required to work overtime at the end of a work shift shall receive compensation on a quarterly hour basis.

6.3 Time of Emergency:

6.3.1 Government Code, Chapter 8, Division 4, Title I, Sections 3100 and 3101 declare that all public employees are “civil defense workers subject to such civilian defense activities as may be assigned to them by their superiors or by law.”

6.3.2 Salary compensation will be governed by the terms and conditions of this contract.

ARTICLE VII

PAY AND ALLOWANCES

- 7.1 Classified employees are to be classified upon initial employment on the basis of experience and training.
- 7.2 The employee shall be advanced to Step B within his/her classification and thereafter one additional step on the salary schedule each year until the maximum salary in the classification is reached. Advancement on the schedule is to be made on July 1st of each year in the position and is based upon at least satisfactory performance by the employee and the specific recommendation of the employee's immediate supervisor.
- 7.3 Initial appointment to any position in any class shall be made at the minimum rate, provided, however, that in the event any employee entering upon employment is found to possess extraordinary qualifications for the position through former training and/or experience, the Board of Trustees upon recommendation of the Superintendent, may authorize employment at any higher step of the appropriate pay range.
- 7.4 An employee who is required to work out of his/her classification for a period of five work days or more within a 15-calendar day period shall have his/her salary increased for the period he/she is required to work out of classification. Additional compensation shall be provided by placing the employee on the proper range for the classification and step, which will result in an increase in salary of at least 5%.
- 7.5 Upon initial employment change in job classification, salary and/or benefits, or each year prior to September 1, each employee shall be furnished with a statement of explanation describing terminology appearing on pay warrants, the employee's rate of pay, including monthly, hourly and overtime rates, accrued sick leave, accrued vacation time and participation in District fringe benefit programs.
- 7.6 Longevity:
Classified employees qualify for a 3.0% salary increase after 7 years of service, an additional 6.0% salary increase after 10 years of service and an additional 5% salary increase after 15 years, 20 years, 25 years, and 30 years of service.

For purposes of this Article, including specifically this section and section 7.2 above, "years of service," or "years," or "years in the position" are defined according to the anniversary date as agreed to by the parties in 2008, as follows;

- 7.6.1 Employees hired between July 1 and December 31 of the same fiscal year are assigned an anniversary date of July 1 in that fiscal year.
- 7.6.2 Employees hired between January 1 and June 30 of the same fiscal year are assigned an anniversary date of July 1 in the following fiscal year.

7.7 Regular Rate of Pay:

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as part of this Agreement. The regular rate of pay shall include any longevity increment required to be paid under this Agreement.

7.8 Frequency - Once Monthly:

All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, or inservice day, the paycheck shall be issued on the preceding workday.

7.9 Promotion:

When an employee is promoted to a position in a class with a higher salary than his/her previous classification, his/her salary should be adjusted to the step in the new range equal to a minimum of a 5% salary increase.

7.10 Payroll Errors:

7.10.1 Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued, not later than five (5) working days after the employee provides notice to the payroll department.

7.10.2 When a payroll error results in overpayment to an employee in the bargaining unit, the employee, along with Association representative if the employee wishes, shall meet with the District administration to negotiate a payback plan. In the event that the parties are unsuccessful in negotiating a payback plan, the District may deduct up to five percent (5%) of the employee's gross wages from any check until such time as the overpayment is paid back to the District. This five percent (5%) deduction limitation applies to all payroll checks except an employee's last payroll check in the case where an employee's employment with the District is terminated. This five percent (5%) limitation does not apply to an employee's final payroll check. If the District overpayment is a single overpayment of \$5000 or more, the overpayment shall be returned to the District within five (5) days of the District notifying the employee of the mistake.

7.11 In the event that a pay warrant is not delivered within five (5) days of mailing, or it is lost after receipt, the replacement procedures established by the County Controller and County Treasurer will be followed. Such procedures include the signing of an "affidavit of lost warrant" by the legal owner and the issuance of a duplicate warrant by the County Controller after a "stop payment" has cleared the bank.

7.12 An employee required to use a personal vehicle on District business shall be reimbursed at the rate established in Board Policy 4333 (See Appendix E).

7.13 Employees who do not take any sick leave or personal necessity leave during their work year shall be paid a bonus of \$250.00. The use of sick leave/personal necessity leave for the purpose of observing religious holidays shall not disqualify an employee from receiving this bonus.

ARTICLE VIII

EMPLOYEE EXPENSES & MATERIALS

- 8.1 Within the constraints of the budget, the District agrees to provide tools, equipment and supplies necessary for employees to perform employment duties.
- 8.2 Personal property brought to the job site by an employee shall be the responsibility of the employee, except as provided in Board Policy 6166 (See Appendix D).
- 8.3 Physical Examination: The District agrees to provide reimbursement of any medical examination required as a condition of employment or continued employment. With regard to tuberculin tests, the amount of reimbursement shall not exceed the cost incurred from the San Mateo County Department of Health and Welfare.
- 8.4 Except as otherwise provided in Government Code, sections 995.2 and 995.4, upon request of an employee or former employee, a public entity shall provide for the defense of any civil action or proceeding brought against him, in his official or individual capacity or both, on account of an act or omission in the scope of his employment as an employee of the public entity.
- 8.5 For the purposes of this part, a cross-action, counterclaim, or cross-complaint against an employee or former employee shall be deemed to be a civil action or proceeding brought against him.

ARTICLE IX

HEALTH AND WELFARE BENEFITS

9.0 Effective January 1, 2015, the District shall pay the following maximums per month per full-time Classified Employee for the current fringe benefit program.

| | |
|-------------------------|---------------|
| Employee only: | \$9,000/year |
| Employee + One / Family | \$11,000/year |

Effective January 1, 2016, the district contribution shall be:

Single: \$9,270

Single + one: \$11,330

Family: \$ 11,330

Effective January 1, 2017, the district contribution shall be:

Single: \$9,548

Single + one: \$11,670

Family: \$ 11,670

Cash back and cash in lieu of health benefits are capped at \$5,000 and are not available to classified employees initially hired on or after July 1, 2006.

- 9.1 The District provides an established monthly amount for full-time 12- and 10-month Classified employees approved each year by the Board of Trustees for Health and Welfare benefits. The employee may select the health and welfare benefits and other prepayment options he/she desires from the mutually approved list of health and welfare benefits, including vision care services, and other prepayment options for the use of pre-tax dollars for daycare, elder care, and other legal options allowed by IRC section 125. If the premiums exceed the established monthly amount, the employee must pay the difference.
- 9.2 Regular part-time employees shall receive a prorated contribution for 12 months in proportion to the number of hours per week or days per month of scheduled duty worked to the services of a full-time employee.
- 9.3 Regular part-time ten-month employees shall receive a prorated contribution for 12 months in proportion to the number of hours per week or days per month of scheduled duty worked to the services of a full-time employee.

- 9.4 In order for part-time employees to be entitled to the benefits herein and the prorated contribution by the District, they must work a regular schedule of four hours per day, five days per week. Employees working less than four (4) hours per day may elect to pay for their own benefits on the District Group rate plan if this option is offered by the District's plan provider.
- 9.5 Fringe benefits not used may be applied to employee's choice of tax shelter annuity company, in whole dollar amounts, with a minimum contribution of \$10.00 per month.
- 9.6 Tax sheltered annuities can be changed only once per calendar year. Classified employees may change the amount of their monthly designation, up to the maximum allowable, semi-annually in October and April.

ARTICLE X

HOLIDAYS

- 10.1 All employees who are part of the Classified service shall be entitled to the following holiday dates if they are in a paid status during any portion of the work day immediately preceding or succeeding these dates. The holiday schedule will consist of fourteen (14) days. This will include the legal holidays as designated by the Education Code, plus additional days to be determined in accordance with the pupil attendance calendar. The holiday schedule is listed below:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Winter Holiday (in lieu of Admission Day)
Winter Holiday (December 25)
Winter Holiday (December 31)
New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Spring Holiday
Memorial Day

The day after the observed day of Christmas for twelve-month employees.

- 10.2 December 24th, December 25th, December 31st and January 1st shall be paid holidays for any employee not normally assigned to duty during school vacation periods in December, providing he/she is in a paid status on the workday immediately preceding or succeeding the school holiday period.
- 10.3 The following Monday shall be deemed a holiday when such dates fall on a Sunday. The preceding Friday shall be deemed a holiday when such dates fall on Saturday.
- 10.4 An employee who is required to work on a legal or declared holiday shall receive one and one-half times his/her regular rate in addition to employee's regular pay for the holiday.
- 10.5 Additional Holidays: Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board pursuant to the Education Code shall be a paid holiday for all employees in the bargaining unit.
- 10.6 Any deviation from the above will be negotiated with CSEA.

ARTICLE XI

VACATION PLAN

11.1 Eligibility:

Members of the CSEA bargaining unit, who have completed six (6) months of service as a probationary employee, shall accumulate vacation at the regular rate of pay earned at the time the vacation is commenced.

11.2 Paid Vacation:

Vacation may, with the approval of the employee's immediate supervisor, be taken at any time during the school year. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for, in cash, at the option of the employee.

11.3 Accumulation:

Effective July 1, 1992, all classified employees shall be entitled to the following working days of paid vacation (year of service must be completed by June 30):

| | | |
|--------|---------------------------------|---------|
| 11.3.1 | Beginning of 1st - 2nd year | 12 days |
| 11.3.2 | Beginning of 3rd - 4th year | 14 days |
| 11.3.3 | Beginning of 5th - 6th year | 15 days |
| 11.3.4 | Beginning of 7th - 8th year | 16 days |
| 11.3.5 | Beginning of 9th - 10th year | 17 days |
| 11.3.6 | Beginning of 11th - 12th year | 18 days |
| 11.3.7 | Beginning of 13th - 14th year | 19 days |
| 11.3.8 | Beginning of 15th - 16th year | 20 days |
| 11.3.9 | Beginning of 17th year and over | 21 days |

For purposes of this section "year" is defined according to the anniversary date agreed to by the parties in 2008, as follows:

- Employees hired between July 1 and December 31 of the same fiscal year are assigned an anniversary date of July 1 in that fiscal year.

- Employees hired between January 1 and June 30 of the same fiscal year are assigned an anniversary date of July 1 in the following fiscal year.

Effective July 1, 2005, all annual vacation days will be "front loaded," i.e., classified employees will be vested with their annual allotment of vacation days at the beginning of the school (fiscal) year.

11.4 Prorata:

Regularly employed part-time employees shall be granted their vacation on a prorata

basis in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employees bear to full-time employees in the same classified position.

11.5 Interruption of Vacation:

A vacation once having commenced shall be terminated only by the employee returning to work being laid off or being terminated from employment as stipulated in 11.6.

11.6 Vacation Postponement:

11.6.1 Employees with five or more years of service may be permitted to interrupt or terminate vacation in order to begin another type of paid leave without returning to service providing that said employee meets requirements of Education Code section 45200.

11.6.2 If for any reason a bargaining unit employee is not permitted to take all or part of his/her annual vacation, the amount not taken shall be compensated as required by Education Code section 45197 which provides for carryover or cash payment at straight time at the employee's current rate of pay for unused vacation.

11.7 Vacation Carryover:

Upon the approval of the superintendent, an employee in the bargaining unit who has been employed for more than one (1) year may elect to carry over five (5) days of vacation to the following fiscal year. Any bargaining unit employee who has been employed more than five (5) years may elect to carry over twelve (12) days of earned vacation to the following fiscal year. Any employee in the bargaining unit who has been employed more than twelve (12) years may elect to carry over seventeen (17) days of earned vacation to the following fiscal year.

11.8 Holidays:

When a holiday, as defined in this agreement, occurs during the scheduled vacation of a bargaining unit employee, the employee will receive pay at the regular rate of pay for the holiday and shall not be charged a vacation day for absence on the holiday.

11.9 Vacation Scheduling:

Employees who work twelve months shall submit requests for vacation to their principal or immediate supervisor, who shall approve or disapprove based on impact on the workplace.

11.9.1 If there is any conflict between employees who are working on the same or similar operation as to when vacations shall be taken, the employee who submits his/her request earlier shall be given preference. If the employees submit their requests on the same day, then the employee with the greater seniority shall be given preference.

11.10 Vacation Pay Upon Termination:

On separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation, except that employees who have not completed (6) months of employment shall not be entitled to such compensation.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Past Practices of Working Conditions:

The rules, regulations, and policies of the District which are in effect at the time of this Agreement and which neither conflict with the terms of this Agreement nor abridge the rights of employees under this Agreement shall remain in full force and effect unless changed by mutual agreement of CSEA and the District.

12.2 Contracting for Service:

The District will not contract out work customarily and routinely performed by employees which will result in the displacement or reduction of hours or wages of unit members.

12.3 Substitute Employee:

When an employee is absent during the days that classes are in session, when available, substitutes will be provided for school classified positions.

12.4 Supervisor/Management:

No Supervising or Management employee may perform any work within the job description of a bargaining unit member who has been laid off or whose position has been abolished or where hours have been reduced.

ARTICLE XIII

LEAVES

13.1 Employee's Responsibility:

13.1.1 Each employee is expected to conform to attendance rules.

13.1.2 It is the responsibility of each employee to notify the District of an impending absence by using the AESOP absence reporting system.

13.1.3 Employees shall call AESOP at least two hours before the start of the work day to report their absence, indicating the day or dates they will be absent. The employee must contact, the Human Resources Assistant again before returning to work, unless other arrangements have been made with the immediate supervisor.

Checking in and out: In an emergency, when an employee must leave the school site or place where he/she is working, permission must be obtained from the immediate supervisor, the Principal of the school, or the Superintendent.

13.2 Sick Leave:

13.2.1 Classified employees shall be entitled to paid leave of absence for personal illness or injury at the rate of one day for each month of service rendered during a fiscal year providing the employee was in a paid status for half or more of the working days in the month.

However, a new employee of the District shall not be eligible to take more than six days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six months of active service with the District.

13.2.2 Employees having a work schedule of less than twelve (12) months per calendar year and/or less than the number of hours per day prescribed for full-time employees shall be entitled to a prorata of sick leave based on twelve (12) days for twelve (12) calendar months.

13.2.3 Unused sick leave credits shall be accumulated from year to year without limitations.

13.2.4 Application for sick leave benefits requires the signature of the Principal, department head, or supervisor. The Superintendent may require a classified employee to present a signed statement from a licensed physician, at District expense, for any absence due to illness, or injury when in his judgment, it is in the best interest of the District to do so.

13.2.5 In the event that an employee is absent for five or more consecutive working days, his/her application for sick leave benefits shall include a statement from a licensed physician.

13.2.6 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District. If a probationary employee leaves the District before the end of the year, all unearned, but used sick leave shall be repaid.

13.2.7 Any sick leave earned but unused on the date of retirement, the employee may convert to retirement credit in accordance with Government Code section 20862.5 or its successor, if the employee is filing a request for retirement.

13.3 Personal Necessity Leave:

13.3.1 During any school year, a classified employee may use, at his/her election, up to a total of seven (7) days of accumulated sick leave benefits in the following cases of personal necessity:

13.3.1.1 Death of a member of his/her immediate family. An immediate family member is defined as mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee; or the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee. Provision of this section shall be in addition to those authorized in Section 15.8, Bereavement Leave.

13.3.1.2 Accident involving his/her person or property or the person or property of a member of his/her immediate family, as defined above, of such emergency nature that the immediate presence of the employee is required during his/her work day.

13.3.1.3 Serious or critical illness of a member of the immediate family, as defined above, calling for the services of a physician and verified by the physician's statement, and of such an emergency nature that the immediate presence of the employee is required during his/her work day.

13.3.1.4 Appearance in court as a litigant or as a witness under an official order.

13.3.1.5 Paternal leave, limited to three days of the seven personal necessity days.

13.3.1.6 Unspecified personal absence.

13.3.1.7 Leave for religious holiday, limited to three days of the seven personal necessity days.

13.4 Parental Leave:

The Board of Trustees may grant parental leave of absence with or without pay to permanent classified employees upon written request for such a leave. If leave is granted with pay, it shall be deducted from the employee's accumulated sick leave.

13.5 Extended Sick Leave:

After all accumulated sick leave and unused vacation is exhausted, additional non-accumulated sick leave shall be available for a period not to exceed five months. The amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee to fill the absent employee's position during the absence.

13.5.1 When all available leaves of absence, paid or unpaid have been exhausted, and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the 39-month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in accordance with appropriate seniority regulations.

13.6 Court Subpoena:

If an employee, other than a litigant in the case, is necessarily absent because he/she has been subpoenaed to appear as a witness in a criminal or civil case, no deduction will be made from his/her salary provided that the time and dates of his/her attendance in court are certified by the clerk of the Court on the back of the subpoena and provided, further, that in a case a witness fee is payable, such fee shall be remitted by the employee to the Board of Trustees of the District.

13.7 Jury Duty:

In case of jury service within employees work hours, full salary will be paid for hours missed within work hours. Any fees received for such duty exclusive of mileage shall be remitted by the employee to the District. If employee is released prior to the end of his/her workday, employee must return to work. If the release time is close to the employee's end of workday then the employee must notify his/her supervisor to determine whether returning to work is necessary.

13.8 Bereavement Leave:

13.8.1 Classified employees shall be granted bereavement leave not to exceed four (4) days within seven (7) calendar days, or five (5) days if out-of-state travel is required. For the purpose of this section, "Immediate Family" is defined as mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

13.8.2 No deduction shall be made from the salary of an employee granted such leave nor shall such leave be deducted from other leaves granted by the Board of Trustees.

13.9 Maternity Leave:

13.9.1 The Board of Trustees may grant a maternity leave of absence with or without pay to permanent classified employees upon written request for such leave. If leave is granted with pay, it shall be deducted from the employee's accumulated sick leave. At least five (5) months prior to the expected delivery, it shall be the responsibility of the employee upon determination of pregnancy, to submit to the Superintendent or Designee a letter from the attending physician giving the recommended date of confinement together with a request by the employee for consideration as to the date such leave is to commence.

13.9.2 Pregnancy shall be treated as an illness for the purposes of sick leave.

13.9.3 Effective July 1, 2005, in addition to pregnancy disability leave, when a classified employee is otherwise medically cleared to return to work, classified employees may take up to ten (10) sub-differential days for the purposes of child bonding. The amount deducted from the salary of the employee for any month in which the absence occurs shall not exceed the sum which is actually paid to a substitute employee to fill the absent employee's position during the absence.

13.10 Military Leave:

Military leave shall be granted in accordance with the Military and Veterans' Code and the Education Code. Such leave must be verified by a copy of the military orders requiring military duty.

13.11 Personal Leave:

13.11.1 Classified employees who have been employed in the District for five (5) years or more may be granted a leave of absence for personal or health reasons, not to exceed one (1) year, without pay, upon recommendation of the Superintendent and approval of the Board of Trustees.

13.11.2 When a permanent classified employee returns to duty following a leave of absence without pay, he/she is entitled to all previously accumulated sick leave

benefits. The period of time he/she was on leave of absence will not count toward accumulation of sick leave (Section 13.2) or longevity benefits, but it shall not be construed as a break in the same or a comparable assignment.

13.12 Industrial Accident and Illness Leave:

In addition to any other benefits that an employee may be entitled to under the Workman's Compensation laws of this state, employees shall be entitled to the following benefits:

- 13.12.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to 60 working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 13.12.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workman's Compensation laws of this state, exceed the normal wage for the day.
- 13.12.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workman's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workman's Compensation award, provides for a day's pay at the regular rate of pay.
- 13.12.4 At the time an employee on Industrial Accident or Illness leave is able to return to work, the employee shall be reinstated in his/her position without loss of pay or benefits.

13.13 Family Care Leave:

- 13.13.1 An eligible unit member shall be provided unpaid leave for up to 12 weeks. Eligible employees may take the FMLA absence in one lump sum or intermittently in accordance with state and federal laws including the California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA). Unpaid leave for up to 26 weeks shall be provided if leave is to care for a covered service member who is recovering from a serious illness or injury sustained in the line of duty while on active duty..
- 13.13.2 Employees eligible must, as of the date leave commences,
 - 1) have worked for the District for at least 12 months – which need not be consecutive and includes paid and unpaid leaves if in paid status;

- 2) have actually worked at least 1,250 hours for the District during the 12 months preceeding leave; and
- 3) be employed at a worksite where 50 or more employees are employed within 75 miles of the work site.

13.13.3 Unpaid leave may be taken for the following reasons:

- 1) for the birth or placement of a child for adoption or foster care,
- 2) to provide care for the employee's own parent (including individuals who exercise parental responsibility under state law), child under 18 or a dependent adult child, or spouse with a serious health condition,
- 3) for the employee's own serious health condition, or
- 4) to allow leave because of any "qualifying exigency:" arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty in the Armed Forces in support of a contingency operation.

13.13.4 Serious health condition includes illness, injury, impairment, or physical or mental condition involving:

- 1) incapacity or treatment connected with inpatient care in hospital, hospice, or residential health care facility; or
- 2) continuing treatment by a health care provider involving:
 - (a) a period of incapacity requiring absence of more than 3 consecutive calendar days from work, school, or other activities and treatment by a provider 2 or more times or at least 1 treatment resulting in a regimen of continuing treatment under medical supervision;
 - (b) a period of incapacity due to a chronic or long-term condition requiring periodic treatment;
 - (c) a period of incapacity which is permanent or long-term due to a condition for which treatment may be ineffective, if the patient is under medical supervision;
 - (d) absences due to receive multiple treatments (including recovery periods) for a condition that if left untreated likely would result in incapacity of more than 3 days; or
 - (e) a period of incapacity due to pregnancy or for prenatal care.

13.13.5 FMLA and CFRA leave run concurrently except where the absence is for the employee's own pregnancy or childbirth related disability. The employee can receive 12 work weeks of CFRA leave for child bonding after the pregnancy and childbirth related disability ends. Leave for child bonding must be completed within 12 months of a child's birth or placement. FMLA leave also runs concurrently with pregnancy disability leave and with maternity leave outlined above. FMLA also runs concurrently with use of sick leave, accrued sick leave and vacation.

13.13.6 During the FMLA leave the District shall pay the premiums for the health and welfare benefits provided in Article IX for up to 12 weeks or 26 weeks for leave

to care for a covered service member after which the unit member may continue his/her own coverage

- 13.13.7 Upon termination of such unpaid leave, the unit member shall be returned to the position held prior to the leave, or to a comparable position. A unit member who has taken 12 weeks of leave under this Article, because of his/her own serious health condition, may take an additional 12 weeks of unpaid leave for family care, without benefits.
- 13.13.8 Request for leave to be made by the employee at least 30 days prior to date leave is to begin where need is known in advance or, where not foreseeable, as soon as practicable.
- 13.13.9 Medical Certification may be required when request for leave is because of a serious health condition of employee, employee's parent, spouse, or child. At the District' expense – a second or third opinion may be requested if the employer disputes validity of certification. Recertification may be required periodically. Certification may be required to demonstrate employee's fitness to return to work from medical leave.
- 13.13.10 Pursuant to AB 109 (Stats. 1999, Ch. 1964) classified employees may take up to five (5) days of sick leave during any school year to attend to the illness of a child, parent, or spouse. This available leave is in addition to any Personal Necessity Leave utilized by the classified employee for such a purpose. This leave runs concurrently with Family Care Leave provided pursuant to 13.13.1 above.

13.14 Part-Time Employees:

Classified employees regularly assigned on a part-time basis shall be entitled to all leaves of absence provided within this agreement. Such benefits shall be on a prorata basis in the same ratio as part-time employees' time bears to full-time employees in the same classified positions.

13.15 Catastrophic Leave:

Definitions:

- 13.15.1 "Catastrophic illness" or "catastrophic injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other fully paid time off. Stress is excluded in this definition of

“catastrophic illness.”

13.15.2 “Catastrophic leave credit” means sick leave donated to one unit member from another unit member’s accrued sick leave.

13.15.3 Eligibility: Catastrophic leave credit may be donated to a unit member for a catastrophic illness or catastrophic injury if all the following requirements are met:

13.15.3.1 The bargaining unit member who is suffering from a catastrophic illness or catastrophic injury requests in writing that catastrophic leave credit be donated and provides verification that the unit member is unable to work due to catastrophic illness or catastrophic injury.

13.15.3.2 The unit member requesting donation of sick leave has exhausted all accrued sick leave credits.

13.15.3.3 Any employee who wishes to receive the catastrophic illness benefit as a result of illness or disability which qualifies for Workers’ Compensation benefits shall not receive more than a full day’s compensation.

13.15.4 Procedure:

13.15.4.1 A unit member who wishes to receive catastrophic illness benefit must request in writing to the Association and to the District that sick leave donations be solicited on their behalf. The request must be accompanied by verification of the catastrophic illness or injury.

13.15.4.2 Donations will be solicited by a joint announcement of the Association and District on behalf of the individual who meets the requirements of this benefit. A list of eligible donors will be established.

13.15.4.3 Once a commitment to donate leave has been made by a member, that commitment cannot be revoked for that school year.

13.15.4.4 The minimum amount a unit member may donate is one day leave per school year. The maximum amount a unit member may donate is ten days per school year. One full day of donated sick leave shall provide one full day of catastrophic leave credit to the receiving party.

13.15.4.5 Employees must maintain a minimum of 15 sick days in order to contribute.

13.15.4.6 Donated catastrophic leave credits may be used by the recipient for no longer than 12 consecutive

calendar months following the onset of each catastrophic absence.

13.15.4.7 A unit member must use any personal leave

credits that accrue (sick leave) including extended sick leave (sub differential leave), prior to using donated catastrophic leave credit.

13.15.4.8 Donated leave credit shall be used in the order donations are received. However, one day of leave will be used from each donor before a second day is utilized from any other donor. This sequential process will be repeated for all donation rounds thereafter. At the end of the school year (school fiscal year: July 1 – June 30) the list of potential donors will expire. This process will be repeated as needed each year.

13.15.4.9 Accrued sick leave for donation purposes does not include any personal necessity leave credits

13.15.4.10 All donations are to remain confidential from the membership and the recipient

ARTICLE XIV

HIRING

14.1 Distribution of Job Information:

Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his or her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week and months per year.

ARTICLE XV

TRANSFERS

15.1 A “transfer” is defined as the movement of an employee from one location to another, which does not involve a change of classification or job title.

15.2 Voluntary Transfer:

15.2.1 A permanent classified employee may request a transfer on the prescribed District form. Such request for transfer shall be submitted to the Superintendent or his designee, who shall consult with the appropriate supervisor concerning the disposition of a request for transfer. Transfer criteria will be based on merit, qualifications, training and seniority.

15.2.2 If a request for voluntary transfer is denied, the supervisor will give the employee reasons for the denial in writing.

15.3 Lateral Transfers:

When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to bargaining unit employees in the District.

15.3.1 All vacancies shall be posted by the District for not less than five working days at all work locations prior to being filled. Any employee in the bargaining unit may apply for transfer to that position by filing a written notice with the Superintendent or Designee.

15.3.2 Any employee on leave during the period of posting shall be mailed a copy of the notice by first class mail on the date the position is posted.

15.3.3 If more than one employee wishes to be transferred to a particular vacancy, the following criteria will be considered: training, experience and seniority.

15.4 Involuntary Transfers:

When there is no voluntary transfer available, the District may involuntarily transfer employees within the same classification. Prior to the involuntary transfer, the employee will be provided with a reason for the transfer and an opportunity to discuss the assignment with the supervisor initiating the transfer.

15.5 Alternate Work:

The District may give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with CSEA and concurrence of the employee. The District may require a medical examination of the employee by a physician of the District’s choosing for the purpose of verifying suitability of alternative position and/or duration of medical transfer.

15.6 Transfers shall not be punitive or disciplinary in nature.

ARTICLE XVI

PROMOTIONS

16.1 First Consideration:

Employees in the bargaining unit shall be given first consideration in filling any job vacancy which can be considered a promotion after the announcement of the position vacancy.

16.2 Posting of Notice:

16.2.1 Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site.

16.2.2 The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees may file for the vacancy. Any employee who will be on leave or layoff during the period of the posting shall be e-mailed a copy of the notice to the personal email address of their choice on the date the position is posted.

16.3 Notice Contents:

The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

16.4 Filing:

Any employee in the bargaining unit may file for the vacancy by submitting written notice to the personnel department within the filing period. Any employee on leave or vacation may authorize his/her Job Representative to file on the employee's behalf.

16.5 Certification of Applicants:

Within five (5) days following completion of the filing period, the personnel office shall notify the applicant in writing of his/her standing.

ARTICLE XVII

CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

- 17.1 Prior to the abolition of a position or class, the District shall meet with the Association to negotiate the impact upon bargaining unit members.
- 17.2 Classification Joint Committee
The purpose of the Classification Joint Committee (“Committee”) is to update current job descriptions. In addition, the Committee will conduct a salary survey, identify classifications in need of reclassification and make recommendations to the negotiations teams.
- 17.2.1 Beginning in the 2014-2015 school year and continuing until all current job descriptions are updated, the District and CSEA will form a four (4) person Committee consisting of two (2) members appointed by the Association and two (2) members designated by the District depending on the job grouping i.e. supervisor of positions will be included in the committee. In addition to the four Committee members, either party may bring in additional non-voting members to provide input and to assist with data gathering. The Committee shall review one job grouping each year in the following order:
1. Custodial, Grounds and Maintenance
 2. Clerical, Support and Technology
 3. Instructional Aide and Para-Educators
- 17.2.2 The Joint Committee will submit updated job descriptions to the Superintendent or designee for review and finalization within thirty days of submission of job description.
- 17.2.3 The Committee will use the following criteria for consideration when developing their recommendations to the negotiations team related to salary and/or reclassification:
- A. A detailed list of current duties being performed;
 - B. Current San Carlos School District job description;
 - C. Comparable job descriptions and pay rates at non-Basic Aid School Districts in San Mateo County.
- 17.3 Reclassification
The parties agree to meet and negotiate any recommendation(s) made by the Classification Joint Committee for reclassification.

ARTICLE XVIII

LAYOFFS AND RE-EMPLOYMENT

18.0 The District may lay off regular bargaining unit members with sixty (60) days' notice of layoff provided that the following procedures are followed:

18.1 Reason for Layoff:

Any layoff of bargaining unit members shall occur for lack of work or lack of funds.

18.2 Reduction of Hours:

A reduction of hours shall be viewed as a layoff of hours.

18.3 Order of Layoff:

Employees shall be laid off by classification in inverse order of seniority in the district. Seniority is defined as "date of hire" within CSEA district employment. Seniority will continue to accrue as long as the employee is on either paid or unpaid leave.

18.4 Displacement Rights:

18.4.1 Employees whose positions are eliminated maintain the right to displace other employees in the class with less seniority.

18.4.2 In lieu of layoff, senior employees have the right to bump a less senior employee in a lower or higher class in which the first employee has previously served.

18.4.3 An employee who is being laid off may voluntarily accept a reduction in assigned time in lieu of layoff.

Assigned time means the number of hours per day, days per week, or days per year worked by the employee. The employee does not have a right to reassignment into a position with greater assigned time, unless a vacancy exists. The right to reassignment to a position with less assigned time shall be based upon seniority.

18.4.4 Employees shall also have the right to bump less senior employees serving in lower included classes. "Lower included classes" are those which have duties that are included or encompassed in the duties designated for another class. For example, a Custodian II would have bumping rights to be reassigned as a Custodian I, even though the employee has not served in the Custodian I position.

18.4.5 Displacement rights must be exercised within ten (10) work days of notice of layoffs.

18.5 Layoff in Lieu of Bumping:

An employee who elects a layoff in lieu of bumping maintains his/her re-employment rights under this agreement.

18.6 Re-employment Rights:

Laid off persons are eligible for re-employment in the class from which laid off for a thirty-nine (39) month period and shall be re-employed in the reverse order of layoff. An employee who accepts a voluntary demotion or a voluntary reduction in hours shall be entitled to an additional twenty-four (24) months on re-employment list. Their re-employment shall take precedence over any other type of employment, defined or undefined in this agreement. In addition, they shall have the right to apply for promotional positions within the filing period specified in the Promotion Article of this agreement and use their bargaining unit seniority therein for a period of thirty-nine (39) months following layoff. An employee on a re-employment list shall be notified of promotional opportunities in accordance with Article 16, Promotions.

18.7 Retirement in Lieu of Layoff:

18.7.1 Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff. Such employee shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

18.7.2 The employee shall then be placed on a thirty-nine (39) month re-employment list in accordance with Section 18.6 of this Article; however, the employee shall not be eligible for re-employment during such other period of time as may be specified by pertinent Government Code sections.

18.7.3 The District agrees that when an offer of re-employment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

18.7.4 An employee subject to this Section who retires and is eligible for re-employment and who declines an offer of re-employment equal to that from which laid off shall be deemed permanently retired.

18.7.5 Any election to retire after being placed on a re-employment list shall be retirement in lieu of layoff within the meaning of this section.

18.8 Notification of Re-employment Opening:

Any employee who is laid off and is subsequently eligible for re-employment (during the 39-month re-employment period) shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District

by the employee, and a copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.

18.9 Employee Notification to District:

Any employee shall notify the District of his or her intent to accept or refuse re-employment within ten (10) working days following receipt of the re-employment notice. If the employee accepts re-employment the employee must report to work within thirty (30) working days following receipt of the re-employment notice. Any employee given notice of re-employment need not accept the re-employment to maintain the employee's eligibility on the re-employment list, provided the employee notifies the District of refusal of re-employment within ten (10) working days from receipt of the re-employment notice.

18.10 Re-employment In Highest Class:

Employees shall be re-employed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

18.11 Education Code:

The provisions of this policy are intended to implement the requirements of the Education Code. The Education Code shall supersede this policy wherever conflicts may exist.

ARTICLE XIX

GRIEVANCE PROCEDURE

19.1 Definition:

19.1.1 A “Grievance” is an allegation by an individual employee of the unit covered by this agreement that there has been a misinterpretation, a misapplication, or a violation of a specific provision of the agreement.

19.1.2 A “grievant” is an individual employee covered by this agreement.

19.1.3 A “day” is any day in which the administrative offices of the District are open for business.

19.1.4 “Representative” in this Article refers to the Chapter president or designee.

It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

19.2 Grievance Procedure:

19.2.1 Step One. If an employee believes a grievance exists, the employee will first discuss the matter in an informal conference with the employee’s immediate supervisor and/or the appropriate Principal.

19.2.2 Step Two. If not settled in Step One, the grievance shall be reduced to writing within 10 days from the Step One conference and presented to the immediate supervisor in writing, who shall give an answer in writing within 10 days of receipt of the written grievance.

19.2.3 Step Three. The grievant may appeal the written Step Two answer to the Director of Business Services within 10 days of receipt of the immediate supervisor’s written answer. A meeting will be held with the Director of Business Services and the grievant within 10 days of receipt of the appeal in an effort to settle the grievance. Within 10 days of the meeting, the Director of Business Services will give an answer in writing. If the Director of Business Services is the immediate supervisor, the employee goes directly to Step Four.

19.2.4 Step Four. If not settled in Step Three, the grievant may appeal the written Step Three answer to the District Superintendent within 10 days after receipt of the Director of Business Services’ answer. Within 10 days after the receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the claimant in an effort to resolve the grievance.

19.2.5 Step Five. If the claimant is not satisfied with the disposition of the grievance at Step Four, or if no written decision has been rendered within 10 days after meeting with the Superintendent, he may, within 10 days after a decision by the Superintendent or his designee, appeal the decision to the Board of Trustees.

Within 10 days after receipt of the written grievance by the Board they will meet with the claimant in an effort to resolve it. The decision of the Board of Trustees shall be communicated to the classified employee with copies to the Director of Business Services and Superintendent. The decision of the Board of Trustees shall be binding to the extent that no rights of the aggrieved to further legal action are abrogated.

19.3 Miscellaneous:

19.3.1 If the grievant so desires, he/she may request a representative from the Association to accompany and represent him/her during the grievance procedure steps. In any event, no resolution of a grievance will be inconsistent with the terms of this written agreement, nor will the District resolve a grievance until the Association has received a copy of the grievance and the proposed resolution, and until the Association has been given the opportunity to file a response.

19.3.2 If the immediate supervisor fails to comply with time limits set forth, the grievant may process the grievance to the next level of the grievance procedure. If the grievant fails to comply with time limits set forth, then the last answer received by the grievant will be deemed to resolve the grievance. However, if mutually agreed, the time limit can be extended.

19.3.3 A grievance which is not presented within 40 days after the occurrence of the act or omission giving rise to the grievance will not be subject to this grievance procedure.

19.3.4 Grievances reduced to writing at Step Two shall be on the prescribed form which shall include statements indicating:

- a. how the individual employee was adversely affected;
- b. the specific section of the contract allegedly violated;
- c. the specific remedy sought by the employee to resolve the grievance.

19.3.5 The Association shall notify the District in writing of the name of the Chapter Representative. If a change is made, the District shall be advised in writing of such change. Released time for the Chapter Representative is defined under Section 3443.1(c) of the Government Code.

19.3.6 Group Grievance: If the grievance involves employees with different immediate supervisors, the grievance may be filed at Step Three. If the grievance involves employees, not all of whom have the same supervisor at Step Three, the grievance may be submitted at Step Four.

ARTICLE XX

SAFETY

20.1 District Compliance:

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

20.2 No Discrimination:

No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 20.1.

20.3 Safety Conditions:

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or welfare. It is the employee's responsibility to alert the District to known unsafe or hazardous conditions. Upon receiving written notice of an alleged unsafe or hazardous condition, the supervisor shall have the responsibility of investigating and initiating action to correct the condition.

ARTICLE XXI

TRAINING

21.0 Inservice Training Program:

The District shall provide a program of inservice training for all employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. The employees are encouraged to meet with their supervisor and identify those activities which are appropriate for their inservice training.

21.1 Inservice Training Time:

Inservice training shall take place during the regular working hours at no loss of pay or benefits to employees.

21.2 Proficiency Levels:

Unit members serving in the positions of Library Technician, Staff Secretary, School Secretary, Office Assistant II, and Account Clerk shall be required to participate in District designated user groups in order to develop their professional skills. Time spent by unit members in users groups will be in paid status unless the unit member elects to use time spent in users groups towards professional growth units (PGU) pursuant to Article XXII.

ARTICLE XXII

PROFESSIONAL GROWTH

22.0 Purpose:

The purpose of this program is to provide incentive for unit members to enhance their current job performances and increase opportunities for career advancement in their current occupational areas through the Professional Growth Program.

22.1 Eligibility:

Increments shall be available to all unit members who have served at least two (2) years in the San Carlos School District.

22.2 Professional Growth Appeals Committee:

The unit member shall submit his/her professional growth application to their principal or immediate supervisor, who shall process the application to the District Office. If the application is not approved and the unit member wishes to appeal, a Professional Growth Appeals Committee will meet and issue a decision on the application. The Professional Growth Appeals Committee shall consist of the Superintendent or Designee plus one appointee and the CSEA Chapter 263 President plus one appointee.

22.3 One credit shall be given for each of the following:

- a. One semester unit of academic credit from an accredited college or university.
- b. One and one-third (1-1/3) quarter units of academic credit from an accredited college or university.
- c. Fifteen (15) hours of participation in an approved training session, workshop or class (other than the above), or the activities listed below.
- d. Professional growth hours for salary and advancement may be earned through participation in selected committee work within the District. A maximum of two credits may be obtained from committee work in a school year. Eligibility will be determined by the Superintendent or designee. Employees may earn credit for participation on a specific committee for a maximum of two (2) years. The number of employees who receive credit on a particular committee will be determined by the composition of the committee.
- e. Pre-approved participation in collaborative partnership projects related to the employee's job description and completed during non-work hours. The PGU committee established by BP 4450.1 will approve these requests and determine the amount of credit given for these projects.

1. Collaborative Partnership Projects

A petition made by two or more staff members preparing a collaborative project relating to their jobs. The petition will include a description of the project's purposes, product(s) to be determined and PGU credits requested in order to complete the project. The maximum PGU hours available for any project is two PGU's. Staff members may acquire up to two PGU's per year through collaborative partnership projects.

f. Professional growth hours for salary advancement may be earned through participation in courses known as "Selected Topic Seminar." A maximum of two PGU credits may be obtained from this type of course in each school year. The District will put out a booklet of those workshops and seminars already preapproved for PGU credit. All other workshops/seminars must be preapproved by the PGU committee established by BP 4450.1.

g. Professional growth credit will be given for adult education, trade school, night school (non-college instruction). The amount of credit will be determined by the number of units provided by course (for example: a 3-unit course gets 3 credits).

Credits may be allowed only for courses or activities completed outside of working hours. No credit may be granted for any course or other activity for which the employee receives tuition or other expense reimbursement.

The District may allow for flexible work scheduling (up to 15 hours per year) at the request of the employee in order to accommodate participation in the above activities outside of work time.

22.4 Increment:

Effective July 1, 1995, one increment, equal to 2% of the employee's salary or \$250 per year, whichever is greater, shall be awarded after completion of nine (9) credits.

22.5 Interval:

An employee may receive no more than one (1) increment during each two (2) years of employment.

22.6 Maximum Increments:

No bargaining unit member shall be eligible to receive more than five (5) professional growth increments.

22.7 Effective Date:

This program shall commence retroactive to July 1, 1994. No credit shall be granted for any courses or activity which commenced prior to that date.

22.8 Program Deadlines:

| | |
|---------------------------|---|
| March 1 st | Notify Human Resources Director of Intent to complete 9 units by September 1 st of the following year. |
| September 1 st | All coursework is completed |
| October 15 th | Transcripts are due to Human Resources Office |
| November 30 th | Stipend or 2% salary is paid retro-active to July 1 st of current school year. |

ARTICLE XXIII

SEVERABILITY

23.1 Savings Clause:

If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District, which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

23.2 Replacement for Severed Provision:

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. By mutual agreement, the 30 days limitation to resume negotiations shall be waived.

ARTICLE XXIV

NEGOTIATIONS

24.1 Release Time for Negotiations:

CSEA shall have the right to reasonable release time for its negotiating team to participate in negotiations.

24.2 Ratification of Additions or Changes:

Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

24.3 Agreement of Parties:

This Agreement contains the agreement of the parties as to all existing matters. Nothing contained herein shall be interpreted as precluding the rights of CSEA to negotiate on matters which develop after entering into this Agreement and which have not been heretofore agreed upon by the parties and which represent conditions not covered by this Agreement.

24.4 Restriction on District Negotiations and Agreement:

The District shall conduct no negotiations nor enter into any agreement with any other organization on matters concerning the rights of bargaining unit employees and/or CSEA without prior notice to and approval by CSEA of the negotiations and the agreement.

24.5 Distribution of Contract:

Within thirty (30) days after ratification of this contract, the District shall print or duplicate and provide without charge a copy of this contract to every employee in the bargaining unit. When an employee becomes a member of the bargaining unit, a copy of this Agreement shall be provided by the District. Each employee in the bargaining unit shall be provided by the District, without charge, with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

ARTICLE XXV

DISCIPLINARY ACTION

25.1 Exclusive Procedure:

25.1.1 Disciplinary action is deemed to be any District action which deprives any member of the unit of any classification or any incident of any classification in which he or she has permanence, including dismissal, suspension, demotion, or any reassignment to another class without his or her voluntary consent, except a layoff for lack of work or lack of funds.

25.2 Disciplinary Procedure:

25.2.1 Disciplinary action against any permanent member of the classified service shall be imposed only for just cause. Just cause is as follows:

25.2.1.1 Incompetency, inefficiency, inattention to or dereliction of duty, lack of ability or failure to perform the assigned duties in a satisfactory manner, or failure to meet job qualifications.

25.2.1.2 Insubordination, failure to obey reasonable directions or observe reasonable rules of school district superiors, or willful and repeated violation of the provisions of the Education Code and Government Code after the employee has been informed in writing of the specific provision violated.

25.2.1.3 Conviction of any felony or conviction of a misdemeanor involving moral turpitude.

25.2.1.4 Dishonesty, immoral conduct, drinking alcoholic beverages or intoxication while on duty, addiction to or use of narcotics, or fraud in obtaining employment with this school District.

25.2.1.5 Discourteous treatment of the public or of fellow employees, or other willful failure of good conduct tending to injure the public service.

25.2.1.6 Physical or mental incapacity.

25.2.1.7 Absence from duty without leave.

25.2.1.8 Repeated or unexcused absence or tardiness or abuse of leave privileges.

25.2.2 No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was

concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

25.2.3 Except in cases where the hearing officer or Board finds more severe action justified, progressive discipline will be followed. In cases of inadequate performance or incompetency, the employee will be counseled and given written notice of the deficiency before the employee is disciplined under these provisions. The supervisor shall give a reasonable period of advanced warning to permit the employee an opportunity to correct the deficiency without incurring disciplinary action.

25.2.4 The purpose of discipline less than termination is to improve performance.

25.2.5 Notification to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the United States Postal Service, certified mail, postage prepaid, and addressed to the last known address of the employee.

25.2.5.1 The notification to the employee shall contain the following:

- a. A statement of the specific acts or omissions upon which the disciplinary action is based, including dates, times and location of chargeable offense;
- b. A statement of the cause for the action taken;
- c. If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
- d. A statement of the action proposed to the Board;
- e. A statement that the employee has a right to a hearing on such charge if demanded within five days after service of the notice to the employee;
- f. A card or paper, the signing and filing of which with the Governing Board shall constitute a demand for hearing, and denial of all charges.

25.2.5.2 The notification to the employee, if it alleges a violation of rule, regulation or statute, should specify the specific conduct which violated the rule, regulation or statute.

25.3 Emergency Suspension:

25.3.1 No suspension without pay shall take effect until three (3) days after service of notice except as follows:

25.3.2 The District may in severe cases immediately suspend the employee for three (3) days if no impact on the employee's salary occurs until after the exhaustion of the appeal procedure. If the disciplinary action is upheld, then the salary adjustment will be made as soon as possible after the appeal. A "severe case" is one in which the employee's presence would lead to a clear and present danger to the lives, safety, property or health of students or employees of the District.

25.4 Disciplinary Grievance:

25.4.1 The following procedure is to be utilized to challenge discipline and violations of this article.

25.4.2 Not less than five (5) days after receipt of a demand for hearing by a permanent employee who has been given notice of a proposed suspension, demotion, or dismissal, a hearing shall be scheduled. The Governing Board shall hold such hearing at a time and place designated by the Board. The employee shall be given at least five (5) days' written notice of the time and place of the hearing unless such notice is specifically waived by him. The employee and his/her representative, and the school administration shall be afforded equal opportunity to present evidence. At the close of the hearing, the Governing Board shall render its decision which shall be final.

25.4.3 The employee may also grieve violations of this article and the District's failure to use progressive discipline by making such allegations in the demand for hearing.

25.4.4 The employee shall have the right to appear in person on his own behalf, with counsel or other such representative as he or she considers necessary and be heard in his defense.

25.4.5 All hearings shall be held in executive sessions of the Governing Board unless the employee requests an open hearing on his or her appeal.

25.4.6 The Governing Board may appoint a hearing officer to hear the case and recommend a decision.

25.4.7 The employee and his or her designated representative shall be entitled to meet with the Superintendent or designee prior to the Board meeting.

25.4.8 If the employee fails to make a timely request for a hearing, the Governing Board may act upon said charges without a hearing and without notice to the employee of the time and place of the Board's meeting to act on the charges.

25.5 If the Governing Board finds that sufficient cause exists, it may impose disciplinary action proposed by the District Superintendent or his designee, or it may impose a lesser disciplinary penalty.

25.6 Compensation for Loss of Salary During Suspension Without Pay:

If a suspension without pay is not upheld by the Board, the employee will be reinstated with back pay.

25.7 Disciplinary Settlement:

A settlement of the disciplinary action may be made at any time following the request for hearing. If a bargaining unit employee is not represented by an agent of the exclusive representative, the settlement will be reduced to writing and submitted to the exclusive representative for review and response, unless the employee objects.

ARTICLE XXVI

RETIREE BENEFITS

26.1 Early Retirement:

Employees who elect early retirement prior to reaching age 65 may elect; if qualified, to continue health and dental coverage for self and spouse without additional cost to the District.

26.1.1 Plan of Benefits:

26.1.1.1 The District shall pay the same amount monthly toward health and/or dental premiums for retirees as is paid to regular classified employees for a maximum of seven (7) years or employee becomes eligible to receive Medicare benefits, whichever comes first. The District will negotiate with the dental insurance carrier for a voluntary policy for retiree and spouse.

26.1.1.2 The retiree shall pay additional costs, if any, for inclusion of spouse on the health and/or dental policies over and above the District allocation.

26.1.1.3 Part-time employees eligible for coverage at the time of retirement shall be included in this program on the same pro rata basis that they were participating in the District's program at the time of retirement. Example: a 4-hour employee working 10 months per year would receive 50% of the District allocation for 10 months, and pay all other premiums.

26.1.1.4 If health or dental insurance carriers are changed at any time, the District must negotiate coverage for retirees with the new carriers.

26.1.2 Requirements for Eligibility:

26.1.2.1 Employee must have fifteen (15) years of continuous service with the school district at age 60. In order to retire before age 60, one additional year of service will be required with a minimum age of 55 as illustrated in the following table:

| <u>Age at Retirement</u> | <u>Years of Continuous Service in the District</u> |
|--------------------------|--|
| 55 | 20 |
| 56 | 19 |
| 57 | 18 |
| 58 | 17 |
| 59 | 16 |
| 60 and older | 15 |

26.1.2.2 Maximum age to be in the program shall be 65.

26.1.2.3 Retiree must be drawing service benefits from the Public Employees Retirement System. Disability benefits will not permit eligibility to this program.

26.1.2.4 The Benefit provider must be contacted to determine spousal coverage eligibility.

26.1.3 Retiree Purchased Health and Welfare Benefits:

Retired employees currently on the District health insurance program may, upon reaching 55 years of age, remain on the District program by paying to the District the same rate charged by the carrier, plus a 2% service charge in compliance with COBRA. After the COBRA period has expired, the service charge will be 5%, with a minimum charge of \$2.00 per month and a maximum charge of \$5.00 per month.

ARTICLE XXVII

COMPLETION OF MEET AND NEGOTIATE

- 27.1 The articles and provisions contained within this Agreement constitute a bilateral and binding agreement by and between the District and the Association. All matters not specifically enumerated within the provisions of this contract shall be deemed to be the sole decision of the Board of Trustees.
- 27.2 This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code.
- 27.3 During the term of this Agreement, the District and Association agree that all applicable laws remain in full force and effect except as herein modified to the extent not inconsistent with state or federal law, that District policies, practices, rules, and regulations affecting classified employees shall remain in full force and effect subject only to change by mutual agreement of the parties. Such policies, practices, rules and regulations are incorporated herein by reference.
- 27.4 If any provision of this Agreement is held to be contrary to law by the Public Employment Relations Board or a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- 27.5 This Agreement shall be effective upon ratification and shall remain in effect through June 30, 2018, except for the following reopeners:

Signed and entered into this ____ day of _____, 2015.

For the Association

For the Board

ARTICLE XXVII


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- 27.5 This Agreement shall be effective upon ratification and shall remain in effect through June 30, 2018, except for the following reopeners:

Signed and entered into this 2 day of June, 2015.



For the Association



For the Board