

**AGREEMENT
BETWEEN
SAN MATEO-FOSTER CITY
SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION
AND ITS CHAPTER 411
FINAL AGREEMENT
July 1, 2021 to June 30, 2024**

Approved: August 26, 2021

TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Preamble	1
Article 1: Recognition	2
Article 2: District Rights	3
Article 3: Check Off and Organizational Security	4
Article 4: Employee Rights	7
Article 5: Organizational Rights	9
Article 6: Hours and Overtime	11
Article 7: Vacations.....	16
Article 8: Leaves.....	22
Article 9: Assignments, Transfers & Promotions.....	34
Article 10: Grievance Procedure	37
Article 11: Safety	44
Article 12: Savings Provisions	45
Article 13: Negotiations	46
Article 14: Support of Agreement - Concerted Activities	49
Article 15: Effect of Agreement	50
Article 16: Completion of Meet and Negotiation	51
Article 17: Summer School Assignment.....	52
Article 18: Holidays.....	53
Article 19: Classification, Reclassification and Abolition of Positions	55
Article 20: Performance Evaluation	58
Article 21: Pay and Allowances	60
Article 22: No Discrimination	67
Article 23: Health and Welfare Benefits	68
Article 24: Employee Expenses and Materials	74
Article 25: Job Representatives.....	76
Article 26: Progressive Discipline	77
Article 27: Layoff and Reemployment	81
Article 28: Contracting and Bargaining Unit Work.....	84
Article 29: Professional Growth	85
Article 30: Term of Agreement	88
APPENDIX A: Salary Schedules.....	89-93
APPENDIX B: Health Benefits – District Contribution & Cash in Lieu.....	94-97
APPENDIX C: Holiday Calendar	98
APPENDIX D: Catastrophic Leave.....	99-102
APPENDIX E: Reclassification Application	103-105

1. PREAMBLE

This Agreement has been reviewed and updated as of the 3rd day of March, 2016, by and between San Mateo-Foster City School District, and the California School Employee's Association and its San Mateo-Foster City School District Chapter 411, or its successors hereinafter referred to as CSEA.

ARTICLE 1

RECOGNITION

1.1 Acknowledgement:

The District has acknowledged CSEA as the exclusive bargaining representative for all classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. The bargaining unit may be expanded or modified by mutual agreement of the District and CSEA or by application for decision to be rendered by the Public Employment Relations Board (PERB).

ARTICLE 2

DISTRICT RIGHTS

It is agreed that the District possesses all rights, powers, privileges and authority it had prior to the execution of this Agreement and nothing in this Agreement shall be construed to limit the District in any way in the exercise of the regular and customary functions of management and administration in the operation of the District except as may be specifically relinquished or modified herein by an express provision of the Agreement.

ARTICLE 3

CHECK OFF AND ORGANIZATIONAL SECURITY

3.1 Check Off: CSEA shall have the sole and exclusive right to have membership dues, and service fees deducted for CSEA members in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for District approved insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District.

3.2 Dues Deduction:

3.2.1 The District shall deduct, upon written notification from CSEA, dues in accordance with CSEA's Dues and Schedule, from the wages of all employees who are members of CSEA

3.2.2 CSEA shall be responsible for notifying a District designee, in writing, of any changes to an employee's CSEA membership status. Notification shall include an effective date for the change.

3.2.2.1 Notification of new members may be satisfied through written notice by CSEA's designee or via a paper or electronic version of a signed copy of CSEA's authorization for membership and payroll dues deduction form. The District shall retain any authorization forms received from CSEA in the member's payroll file.

3.2.2.2 The District shall refer all unit member inquiries regarding changes to CSEA membership, including but not limited to, inquiries related to payroll dues deduction and/or revocation requests, to the CSEA Labor Relations Representative.

3.2.2.3 The District shall only process revocation request of a member's payroll dues deduction for the CSEA Labor Relations Representative or designee.

3.3 Interference:

3.3.1 The District, shall not deter, discourage or interfere with employee's decisions to become a member or rescind membership in CSEA or any other employee organization. The District shall not interfere with the terms of any agreement between CSEA and it's members regarding membership in CSEA, including but not limited to, annual membership renewals and membership revocation windows. Any employee inquiries regarding these matters shall be referred to the CSEA Labor Relations Representative.

3.3.2 All employees inquiries regarding Janus V. American Federation of State, County, and Municipal Employees, Council 31, et al.. 585 U.S. (2018) shall be referred to the CSEA Labor Relations Representative.

3.3.3 This section shall not be construed to supersede other agreements between the parties relating to District distribution of authorized CSEA produced material such as the CSEA membership application.

3.4 Privacy of Membership Information:

3.4.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to, Social Security numbers, personal addresses, personal phone number, personal cellular phone number, and personal email addresses.

3.4.2 The District shall notify CSEA, in writing, of any public record requests to the District from outside entities, for contact information of CSEA members. The District shall provide CSEA with notice prior to responding to the request.

3.5 Hold Harmless

3.5.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by an employee for deductions made in reliance on information provided by CSEA to the District to revoke or change membership dues authorization.

The District shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

3.5.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 4

EMPLOYEE RIGHTS

4.1 The District and CSEA recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative rights of employees to refuse to form, join or participate in employee organization activities.

4.2 Upon initial employment and each change in classification each affected employee in the bargaining unit shall receive a copy of the applicable job description and written notice describing rate of pay, worksite, and hours of work.

4.3 Personnel Files:

4.3.1 The personnel file of each employee shall be maintained at the District's central administration office.

4.3.2 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved. Every employee shall have the right to inspect such materials upon request, provided that the inspection is made at a time when such person is not actually required to render services to the District. The employee shall make a prior appointment with the Human Resources administrator for such review. In the event an employee requests to inspect his/her personnel file without prior appointment, such inspection shall be allowed if a Human Resources administrator is available. Information of a derogatory nature, except material related to ratings, reports, or records obtained prior to employment, shall not be entered or filed unless, and until, the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours. The employee shall seek prior approval of his/her supervisor for the day and time for review and shall

make a prior appointment with the Human Resources Office for such review. Employees shall have released time from duty for this review without salary reduction.

4.3.3 All personnel files shall be kept in confidence.

4.3.4 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.

ARTICLE 5

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.

5.1.1 CSEA shall have the right of access at reasonable times to areas in which the employees work, as long as the employee's work schedule is not disrupted and permission is obtained from the supervisor at the worksite.

5.1.2 CSEA shall have the right to use without charge institutional bulletin boards, mailboxes, and the use of the school mail system, and other District means of communication for the posting or transmission of information or notices concerning CSEA matters. Copies shall be submitted to the District in advance whenever possible, but in no event later than the time at which general distribution is made via mailboxes, school mail, or other avenues of communication. All materials posted shall contain the date of posting and expiration date and be identified as originating from CSEA.

5.1.3 CSEA shall have the right to use without charge institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by the EERA (Educational Employment Relations Act). Prior approval shall be obtained from the District.

5.1.4 CSEA shall have the right to receive one (1) copy of the agenda, minutes and non-confidential supporting material of regular Board meetings sent and directed to the President of CSEA, Chapter 411.

5.1.5 CSEA shall have the right to be provided with a listing of all bargaining unit employees, their present classification, their initial hire date, and their primary job site within a reasonable time following request by CSEA. Thereafter, upon request, CSEA shall be provided with a current listing of additions and deletions to the bargaining unit.

5.1.6 CSEA shall have the right to review employees' personnel files, as specified in this Article, when accompanied by the employee or on presentation of a written authorization signed by the employee.

5.1.7 CSEA shall have the right to review at reasonable times any other non-confidential material in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative. CSEA shall reimburse the District for any unusual cost of such request.

5.1.8 CSEA shall have the right to request the District to provide a copy of this Agreement, without charge, to any employee who becomes a member of the bargaining unit after the execution of this Agreement, at the time of their employment.

5.1.9 CSEA shall have the right to request the District to provide each employee in the bargaining unit with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

5.1.10 The CSEA and the District recognizes the need to provide up to 8 hours per month release time without loss of compensation for the CSEA President or designee to conduct exclusive CSEA business. Requests for this type of release time shall be made in writing, with reasonable notice, by the CSEA Chapter President or Labor Relations Representative. The Association shall have the right to purchase reasonable release time with the cost reimbursed to the department when no substitute is required or a reimbursement of the cost of the substitute provided the District is notified early enough to insure the availability of a substitute.

ARTICLE 6

HOURS AND OVERTIME

6.1 Work Day, Work Week and Work Year: The District shall set the length of the work day and work week for each classified assignment. The normal workweek shall consist of five (5) consecutive days, Monday through Friday. At the beginning of the work year, the supervisor shall provide each employee their daily work schedule, including start and end times and specific lunch periods in accordance with sections 6.4 and 6.5 below. If an employee has a concern regarding their schedule, they shall attempt to resolve the concern with their supervisor. If the parties are unable to resolve the concern, the employee may appeal to the Assistant Superintendent of Human Resources or designee.

6.1.1 All full-time clerical employees shall work seven and one-half (7-1/2) consecutive hours per day, exclusive of lunch, and thirty-seven and one-half (37-1/2) hours per week.

6.1.2 All other full-time employees shall work eight (8) consecutive hours per day, exclusive of lunch, and forty (40) hours per week.

6.1.3 This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District.

6.1.4 Part-Time Assignment: The length of the work day and work year for part-time employees shall be designated by the District. At the beginning of the school year, part-time employees shall be assigned a fixed, regular, and ascertainable minimum number of hours whenever possible.

6.1.5 Exception to the Normal Work Week:

- a. Any employee currently working a different schedule; or
- b. Any employee mutually agreeing with the District to work a different schedule.

6.2 Work Year Change: Effective in 2015-2016, the work year of unit members in the Child Nutrition Services Department shall be increased by one day and shall be 182 work days. The additional day shall be the workday which immediately precedes the first student attendance day.

Effective in 2014-2015, the work year for 180 and 183 day work year classifications shall be increased by one day, to 181 and 184 day work year respectively and the salary schedule shall be adjusted accordingly. The District may remove this additional day in any year and reinstate the 180 and 183 day work year, and adjust the salary schedule accordingly, upon 60 calendar days prior notice to affected unit members and CSEA. The District shall not be obligated to negotiate the decision or effects of this action.

6.3 Adjustment of Assigned Time: Any employee in the bargaining unit who is assigned to work in excess of his/her regular part-time assignment on an extended basis shall have his/her hours reviewed for the purpose of adjusting his/her original part-time assignment. Adjustment shall take place in the following pay period. The District will make a quarterly review of time and hours for the purpose of adjusting upward of fringe benefits. Payments made to employees will be made retroactively to the first day of increase.

6.3.1 Increase in Hours: During the academic school year when additional hours become available at a given job site on a regular basis, notice shall be posted on the bulletin board at that job site. When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee in the given job classification, at that job site, having the necessary skills and qualifications and with the greatest bargaining unit seniority. If this employee declines the assignment, it shall be offered to the remaining employees possessing the above criteria and in descending order of bargaining unit seniority until the assignment is made.

6.3.1.1 Summer Cleaning: When additional work hours at a school site become available due to summer cleaning, employees in the Custodian-Night and School Operations Team Leader (SOTL) classifications shall be offered the additional work. If additional work hours are still available after the initial offering, the District shall offer the work to other bargaining unit members that possess the necessary skills and qualifications. When the District offers additional hours, it shall provide employees with written notice of the dates, times, hours, and locations of the work. The notice shall also include a reasonable due date determined by the District for

employee response to the offer. Employee will return completed notices by the due date that indicate their preferences. Immediately following the due date, the District will assign the additional work seniority (descending order) and preference. Once the additional hours are assigned, the District will provide written notification to employees confirming the overtime assignment.

6.4 Lunch Periods:

6.4.1 All employees in the bargaining unit who have an assignment of more than six (6) continuous hours per day, shall be entitled to a non-paid duty free lunch period of thirty (30) minutes per day outside of his/her work day, except as follows:

6.4.2 All clerical staff employees who have an assignment of six (6) hours or more per day shall be entitled to a non-paid duty free lunch period of sixty (60) minutes per day outside his/her work day.

6.4.3 Annex paraeducators, Pre-K permit teachers and Pre-K paraeducators who have an assignment of six (6) continuous hours per day, shall be provided with a paid on-duty lunch period.

6.4.3.1 A paid "on-duty" lunch period shall be defined as a paid period of time, during the regular day in which an employee is supervising students during the lunch period.

6.4.4 if, in unusual situations, the non-paid duty free lunch period is interrupted and it is deemed necessary by the supervisor for an employee to work through all or part of their lunch period, the supervisor should reschedule the lunch period to another time during the employee's shift. If the supervisor is unable to reschedule the lunch period, the employee shall be paid for the time worked by submitting a timecard.

6.4.5 Lunch periods shall occur approximately at the midpoint of the shift.

6.5 Rest Periods: All employees in the bargaining unit who work a minimum of four (4) hours per day shall be granted a rest period of fifteen (15) minutes within each four (4) hours of work with no

loss of pay. Credit cannot be accumulated for rest periods not used, or time taken to shorten the work day. Rest periods should occur approximately at the midpoint of the shift and/or between other breaks in the shift.

6.5.1 With supervisor approval, eligible pre-K and Annex employees working less than six (6) hours may move the fifteen (15) duty-free minutes to the end of the workday in lieu of taking the fifteen (15) minute rest period during the workday.

6.6 Overtime: The overtime rate will be paid on all hours in excess of the workdays described in Sections 6.6.1 and 6.6.2 suffered or permitted to be worked by the employer. Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to one and one-half (1-1/2) times the regular rate of pay at the time the work was performed, for all work authorized.

6.6.1 Overtime for clerical employees is defined to include any time worked in excess of seven and one-half (7-1/2) hours in any one day, or on any one shift, or in excess of thirty-seven and one-half (37-1/2) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

6.6.2 Overtime for all other bargaining unit employees is defined to include any time worked in excess of eight (8) hours in any one day, or any one shift, or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

6.6.3 For all employees who work four (4) or more hours per day, all hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work. For employees who work less than four (4) hours per day, overtime shall commence on the seventh (7th) consecutive day of work. All hours worked in excess of seven and one-half (7-1/2) hours on the sixth (6th) and seventh (7th) consecutive days shall be compensated at two (2) times the regular rate of pay.

6.6.4 All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2-1/2) times the regular rate of pay. This shall mean one and one-half (1-1/2) times "over" the regular rate of pay.

6.7 Compensatory Time: Compensatory time may be taken at a time mutually acceptable to the member of the unit and the supervisor within one hundred twenty (120) days of the date on which it was earned. If the compensatory time has not been taken within one hundred twenty (120) days of the date on which it was earned, the District shall pay the employee in cash at the pay period following pay earned for all such time at the appropriate overtime rate based on the employee's current rate of pay. A supervisor at his/her discretion may allow compensatory time off to an employee. The compensatory time shall be taken by the employee within the same fiscal year and with the prior approval of the supervisor.

6.8 Overtime-Equal Distribution: Overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each department considering job classification, special abilities, and specific District needs. In emergency situations such as threatened loss of school property or facilities overtime will be mandatory. An overtime assignment requiring more than one (1) day to complete shall be considered as one (1) assignment.

6.9 Minimum Call-In Time: Any employee called in to work on a day the employee is not scheduled to work shall receive not less than a two (2) hour assignment at the employee's appropriate rate of pay under this Agreement.

6.10 Call-Back Time: Any employee called back to work after completion of his/her assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

6.11 Hours Worked: For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked. Overtime and substitute hours shall not be included in this computation.

ARTICLE 7

VACATIONS

All employees must call the Absence Reporting System to report any absence(s) whether or not a substitute is required.

7.1 Vacation Accumulation: Members of the classified service will receive vacation credit. Rates of accumulation for twelve (12) month, eleven (11) month and ten (10) month employees are given below:

Years of Service	Vac. Days for 12 Month Employees (52 weeks)	Vac. Days for 11 Month Employees (43 weeks) (208 days)	Vac. Days for 10 Month Employees (39 weeks) (182 days Food Svcs.) (184 days other paraprof.)
1	12	11	10
2	12	11	10
3	13	12	11
4	14	13	12
5	15	14	13
6	16	15	13
7	17	16	14
8	18	17	15
9	19	17	16
10 or over	20	18	17

Annual Salary for contract employees working for 180, 183 and 208 days will be computed according to the following formula:

Annual Salary = (Workdays + Vacation Days + Holidays) x daily hours worked x hourly rate.

7.1.1 Eligibility: All employees in the bargaining unit shall earn paid vacation time under this article. Vacation benefits are earned on a fiscal year basis. Regular employees, full-time as

well as part-time, shall be entitled to paid vacation on a prorated basis. If the effective employment date of an employee is between the first (1st) and fifteenth (15th), he/she shall accrue one (1) day of vacation. If, however, employed after the fifteenth (15th) of the month, he/she shall not receive any vacation accrual for that calendar month.

No vacation leave may be taken during the first six (6) months of employment with the District.

No vacation leave may be used before it has been credited.

7.1.2 Years of Service for Computation of Vacation Days: For an employee employed between July 1 and December 31 of the fiscal year, one (1) year of service is counted for the purpose of computing the vacation days in the subsequent years. For an employee employed between January 1 and June 30 of the school year, the remaining part of that fiscal year shall not be counted for the purpose of computing the vacation days in subsequent years.

If a regular employee is on leave of absence without pay for half (1/2) or less than half (1/2) of a work year, the year shall be counted as one (1) year of service in subsequent years for the purpose of computing the vacation days based on years of service. If a regular employee is on leave of absence without pay for more than half (1/2) of a work year, then that year shall not be counted as a year of service in subsequent years for the purpose of computing the vacation days based on years of service.

7.1.3 Paid Vacation: Except as otherwise provided in this article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned.

For a twelve (12) month employee, vacation shall be charged for not less than one-half (1/2) of his/her workday.

For ten (10) and eleven (11) month employees, vacation is included in their regular pay warrants. Deductions shall be made on an hourly or per diem basis, as the case may be, if an employee is absent from work for reasons other than illness or personal necessity.

7.1.4 Vacation Pay: Pay for vacation days for all bargaining unit employees shall be not less than that which the employee would have received had he/she been in a working status.

7.1.5 Vacation Pay upon Separation: When an employee in the bargaining unit is separated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of separation. Upon separation from employment vacation time accrued and not used shall be paid at the regular salary rate of the employee.

7.1.6 Vacation Postponement: If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, provided there is accrued sick leave to cover the absence of the employee. If accrued leave is insufficient, the employee shall use all vacation time before applying for extended sick leave benefits.

The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time as requested by the employee and approved by the District, or may request to carry over part of his/her vacation to the following year, not to exceed twenty (20) days of accumulation as provided for in 7.1.7 below.

7.1.6.1 If, for any district related reason given to the employee in writing, a bargaining unit member is denied all or any part of his/her annual vacation, the employee shall suffer no reduction in the number of paid vacation days due, except that the District shall pay the employee the cash equivalent of any days in excess of the twenty (20) day carry-over provided for in 7.1.7 below.

7.1.7 Vacation Carry-Over: Any employee in the bargaining unit who has been employed for more than one (1) year may elect to carry over twenty (20) days of vacation to the following fiscal year. No more than twenty days vacation may be carried over from one fiscal year to the next. The District shall pay the employee the cash equivalent of any days in excess of twenty.

7.1.8 Holidays: When a holiday falls during the scheduled vacation of any employee, such employee shall not be charged with a vacation day for a holiday falling within that period.

7.1.9 Vacation Scheduling: Vacations shall be scheduled at times requested by bargaining unit employees as far as possible within the District's work requirements.

7.1.9.1 At given job sites and within given job classifications priority for scheduling of vacations shall be given on the basis of seniority. The District reserves the right to schedule vacations in the best interest of program need.

7.1.9.2 If two or more employees at a given job site and within a given job classification request identical and/or similar vacation schedules, the employee with the greatest seniority shall be given his/her first (1st) choice for vacation scheduling. Thereafter, all other choices for vacation scheduling at a given job classification shall be scheduled in descending order of seniority. If two or more employees have equal class seniority, then the determination shall be by lot.

7.1.9.3 Not later than the first (1st) work day of March, the District shall, through the employee's Immediate Supervisor, provide written vacation scheduling notification at each work site. The written notification shall include the vacation scheduling process described in this section.

7.1.9.4 Not later than the first (1st) work week of April, the employee shall enter their choice for vacation preference. Requests shall be made on either a form provided by the Supervisor or in the Absence Reporting System. All employees, who for any reason, do not submit a vacation request within the specified time limits shall be permitted to schedule their vacation at any time, with approval from the immediate supervisor, or be permitted to carryover (or be paid-out for) unused days pursuant to Section 7.1.7 (Vacation Carryover).

7.1.9.5 Not later than the third (3rd) work week of April, the Immediate Supervisor shall approve the employee's vacation dates. All vacations shall be final except that an employee may cancel or request to reschedule the vacation to another date with approval from the Immediate Supervisor. If an employee cancels a vacation and does not reschedule, they shall

only be permitted to carryover (or be paid out for) unused days pursuant to Section 7.1.7 (Vacation Carryover).

7.1.9.6 Where the employee's choice cannot be honored, an alternate choice shall be considered on a seniority basis.

7.1.9.7 Once all vacation requests have been assigned and approved, they shall be posted at each job site.

7.1.9.8 Supervisors shall respond to all subsequent vacation scheduling and rescheduling requests within ten (10) working days from the date that the request was received.

7.1.10 Vacation Scheduling for School Operations Team Leader and Custodian-Night:

7.1.10.1 Not later than the first (1st) work day in August, the District shall, through the employee's immediate Supervisor in the Maintenance and Operations Department, provide written vacation scheduling notification at each work site. The written notification shall include the vacation scheduling process described in this section.

7.1.10.2 Not later than the first (1st) work week of September, the employee shall enter their choice for vacation preference. Requests shall be made on either a form provided by the Supervisor or in the Absence Reporting System. All employees, who for any reason, do not submit a vacation request within the specified time limits shall be permitted to schedule their vacation at any time, with approval from the immediate supervisor, or be permitted to carryover (or be paid-out for) unused days pursuant to Section 7.1.7 (Vacation Carryover).

7.1.10.3 Not later than the third (3rd) work week of September, the immediate supervisor in the Maintenance and Operations Department shall make a determination regarding the approval of the employee's requested vacation dates. Each custodian will receive confirmation of the vacations dates that have been approved. All vacation shall be final except that an employee may cancel or request to reschedule the vacation to another date with approval from the Immediate Supervisor. If an employee cancels a vacation and does not reschedule, they

shall only be permitted to carryover (or be paid-out for) unused days pursuant to Section 7.1.7 (Vacation Carryover).

7.1.10.4 Where the employee's choice cannot be honored, an alternate choice shall be considered on a seniority basis.

7.1.10.5 Once all vacation requests have been assigned and approved, they shall be posted at each job site.

7.1.10.6 Supervisors shall respond to all subsequent vacation scheduling and rescheduling request within 10 (10) working days from the date that the request was received.

ARTICLE 8

LEAVES

8.0 Absence Reporting: All employees must adhere to the following procedures, whether or not the employee requires a substitute.

Employees must report their absence to the District's Absence Reporting System either by phone or online, no later than 6 a.m. of the day of the absence.

If the employee's shift begins after 8 a.m., and the employee is unable to call in by 6 a.m., the employee must contact the sub coordinator in the Human Resources Department no later than 2 p.m., or no later than 2 hours prior to the beginning of his/her shift, whichever is earlier. Employees must also notify the immediate supervisor or designee of their absence.

8.1 Bereavement Leave:

8.1.1 Employees shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if travel out-of-state or travel over three hundred (300) miles within the state is required, without loss of salary on account of the death of any member of his/her immediate family.

Two (2) additional days may be approved by a Human Resources administrator for hardship in travel or for handling affairs of estate.

8.1.2 For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, the spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, mother-in-law, or father-in-law, foster-son, foster-daughter, step parents, step children of the employee or any relative, including common law, or where a special relationship exists, living in the immediate household of the employee or any court appointed guardian.

8.1.3 In the event of the death of a close family member, other than within the immediate family as defined in 8.1.2 above, one (1) day of bereavement leave shall be allowed without loss of pay.

8.1.4 In those instances where a special relationship exists, a Human Resources administrator, upon request, may grant one (1) day's bereavement leave without loss of pay on account of the death of an individual not identified under 8.1.2 and 8.1.3.

8.2 Jury Duty: An employee shall be entitled to leave without loss of pay for any portion of a normal eight (8) hour work day the employee is required to perform jury duty. Any employee required by law to report for jury duty shall be provided a minimum of one-half (1/2) day leave with pay. Should his/her services be required beyond one-half (1/2) of the length of his/her normal work day, he/she will be relieved with pay for work with the District that day.

Any employee whose assigned shift is other than the normal day shift shall be relieved with pay for the full shift if the jury duty extends beyond four (4) hours. If the jury duty is four (4) or less hours, the employee shall be relieved with pay for one-half (1/2) of his/her work shift, but shall be expected to perform his/her duties for the remaining one-half (1/2) of the shift. The unit member shall pay to the District any per diem fees paid by the court.

8.3 Sick Leave

8.3.1 Leave of absence for illness or injury: A full time employee (see Article 6, § 6.1) shall be granted one day of leave with pay for illness or injury, exclusive of all days he/she is not required to render service to the District, for each month s/he works.

8.3.2 An employee employed less than full time shall be entitled to a pro rata share of leave for illness or injury, based on the part time employment.

8.3.3 Pay for any day of such absence shall be the same as the pay, which would have been received, had the employee served during the day of illness.

8.3.4 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. The exception is new employees of the District who are not eligible to take more than six (6) days until the first (1st) day of the calendar month after completion of six (6) months of active service with the District.

8.3.5 Employees disabled by pregnancy may use sick leave as provided by this Article.

8.3.6 If an employee does not take the full amount of sick leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

8.3.7 Upon retirement an employee's unused sick leave shall be credited toward his/her retirement account as provided under the laws of the State.

8.3.8 An employee may be required to submit to the Human Resources Department at District's discretion a medical doctor's certificate certifying the illness.

8.4 Industrial Accident and Illness Leave: In addition to any other benefits that an employee may be entitled to under the Workers' Compensation laws of this state, employees shall be entitled to the following benefits:

8.4.1 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 paid leave of up to sixty (60) working days in any one (1) 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.

8.4.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day.

8.4.3 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 Workers'

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 sick leave and vacation leave, which, when added to the Workers' Compensation award, does not provide for more than a day's pay at the regular rate of pay.

8.4.4 Any time an employee on paid Industrial Accident or Illness leave is able to return to work, he/she shall be reinstated in his/her position without suffering any loss of employment status or benefits.

8.5 Extended Sick Leave: After all accumulated sick leave is exhausted, whether the employee is on industrial or non-industrial leave, extended leave shall be available for a total period of absence not to exceed one hundred (100) working days as provided in Education Code Section 45196. The one hundred (100) working days of extended sick leave is exclusive of and in addition to other paid leave, holidays, vacation, or compensatory time to which the member may be entitled.

8.5.1 The days beyond the accumulated sick leave shall be compensated at fifty percent (50%) of the employee's regular salary.

8.5.2 The District may require the employee to present medical evidence relative to the employee's fitness to return to work.

8.5.3 No leave shall be granted under this Article when it is determined by the District that the employee is able/fit to return to work.

8.6 Reemployment List: If at the conclusion of all leaves of absence, paid or unpaid, due to industrial or non-industrial illness, or injury, the employee is unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months. At any time during the prescribed 39 months, the employee is able to assume the duties of his or her position the employee shall be reemployed in the first vacancy in the classification of his or her previous assignment.

8.7 Catastrophic Leave - Eligibility: Bargaining unit members may apply for and be eligible to receive catastrophic leave pursuant to the following:

8.7.1 The unit member is suffering from an incapacitating illness or injury which is expected to continue for an extended period of time, as verified by the appropriate physician, and which prevents the unit member from performing his/her regularly assigned work. Verification shall set forth the diagnosis, prognosis and expected length of absence.

8.7.2 The time off work must create a financial hardship for the unit member because he/she has exhausted all accrued sick leave and any other paid leave.

8.7.3 Eligibility for catastrophic leave days shall run concurrently with sick leave with partial pay pursuant to Section 8 of this Agreement, but in no event longer than twelve consecutive calendar months following the exhaustion of fully paid sick leave.

8.7.4 Unit members will not be eligible to use catastrophic leave days unless they have previously donated sick leave days to the reserve. Previously donated as used in this paragraph means having donated sick leave days during the period as defined in 8.7.3 below.

8.7.5 Catastrophic leave days may be used only in full day increments. (Full day equals the number of hours worked by the employee requesting catastrophic leave.)

8.8 Procedure for Contributing Sick Leave Credit:

8.8.1 Unit members may contribute not more than one sick leave day in any one open enrollment.

8.8.2 If a minimum of forty-four (44) days or three hundred fifty two (352) hours are not contributed to the sick leave bank in two consecutive open enrollments, the catastrophic leave provision in this article shall automatically be rescinded and any unused sick leave days in the catastrophic leave reserve shall be returned, on a proportionate basis if need be, to those who donated days and who did not use any catastrophic leave benefits.

8.8.3 Sick leave days may only be contributed during an open enrollment period specified by the Classified Catastrophic Leave Committee. Unit members who do not contribute during such open enrollment period may not participate in the Catastrophic Leave Program, and may not contribute until the next open enrollment period as determined by the Committee.

Employees new to the District may contribute to the Catastrophic Leave Bank within the first thirty (30) calendar days of employment.

8.8.4 Contributions of sick leave days are irrevocable.

8.8.5 Only unit members who have contributed days to the Classified Catastrophic Leave Bank are eligible to use it.

8.9 Joint Classified Association-District Catastrophic Leave Committee:

8.9.1 A Joint Classified Association-District Committee comprised of two representatives and an alternate of each party shall administer the provisions of this article. (See Appendix E)

8.9.2 The duties of the joint committee established by this section shall include the following:

8.9.2.1 Determine that the unit member is eligible for catastrophic leave.

8.9.2.2 Determine the numbers of days to be granted, if any, considering such factors as the anticipated duration of the illness, and previous use of sick leave and leave pursuant to this section.

8.9.2.3 Establish procedures for requesting and for donating catastrophic leave days. Any procedures established shall have the express approval of both parties. The Committee shall act prudently to ensure that a sufficient number of days are in the Catastrophic Leave Bank to meet anticipated needs.

8.9.2.4 Approve and designate appropriate forms for donating and requesting catastrophic leave days.

8.9.2.5 Determine method of proration for sick leave days returned to donor upon discontinuance of program.

8.9.2.6 Committee member shall be bound by appropriate rules of confidentiality.

8.9.3 The joint committee may request that an applicant for catastrophic leave apply for PERS disability allowance in lieu of using the leave provided in this section.

8.10 Miscellaneous:

8.10.1 Unit members do not accrue sick leave or other paid leave while using catastrophic leave days.

8.10.2 Unit members receiving workers' compensation benefits for industrial illness/injury shall not be entitled to use catastrophic leave days provided in this section.

8.10.3 Approval or denial of catastrophic leave requests by the joint committee shall be final, and not subject to appeal or the provisions of Article 10 - Grievance Procedure of this Agreement.

8.10.4 District-paid health and welfare benefits shall end when extended disability leave (differential pay) provided in Section 8.5 of this Agreement would have ended had catastrophic leave not been granted. Unit members using catastrophic leave days beyond the one hundred (100) days of disability leave may continue health and welfare benefit coverage by paying the appropriate premiums.

8.10.5 Catastrophic leave, if granted, shall not commence until all sick leave and other paid leave is exhausted, or ten days after illness commences, whichever is later.

8.10.6 Confidential personnel may participate in the Classified Catastrophic Leave Bank under terms and conditions as specified in this Article.

8.11 Break in Service:

8.11.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of the Agreement shall continue to accrue under such absence. Unit members do not accrue sick leave or other paid leave while using catastrophic leave days.

8.11.2 No period of unpaid absence of less than one hundred twenty (120) calendar days shall be considered a break in services for the purposes of earning seniority under this Agreement.

8.12 Personal Necessity Leave: An employee shall be allowed seven (7) days per school year in cases of personal necessity. Such days will be deducted from sick leave earned by the employee and may not exceed the number of paid sick days to which the employee is entitled. Requests for personal necessity leave prior to or following a holiday shall require specific approval of the immediate supervisor three (3) working days in advance. Unit members may use three (3) personal necessity leave days at their own discretion during any contract year, subject to prior approval of the site administrator. The remaining four (4) days are to be used for the following reasons:

- a) death of a member of the employee's immediate family as defined in 8.1.2 when additional leave is required beyond that provided in Section 8.1 of this Article;
- b) the result of an accident or illness involving an employee's person or property, or the person or property of his/her immediate family as defined in Section 8.1.2;
- c) the result of an appearance in any court or before any administrative tribunal as a litigant, party, or witness;
- d) medical appointment; and
- e) unique and unusual reasons with prior approval of a Human Resources administrator.

8.12.1 In extreme emergencies the employee will notify the district as soon as reasonably possible, but no later than the end of the employee's workday. The immediate supervisor, upon return of the employee to duty, may require a verification of the reason for absence.

8.12.2 Personal necessity leave shall not be granted for less than two (2) hours. If the employee works less than two (2) hours in one (1) position, personal necessity leave shall not be granted for less hours than the employee works in that position. Upon approval of the immediate supervisor, make-up time can be used for requests of a shorter time than one hour or two hours, whichever applies. The employee shall provide his/her supervisor with a written accounting of make-up time. This accounting shall be signed by both parties.

8.13 Leaves of Absence Without Pay:

8.13.1 An unpaid leave of absence may be granted to any member of the bargaining unit in accordance with the provisions of the Education Code (Sections 45380 - 45387).

8.13.2 An unpaid leave of absence cannot be granted to an individual who has not served at least three (3) consecutive years preceding granting of the leave.

8.13.3 No more than one (1) unpaid leave of absence shall be granted in each three (3) year period unless mutually agreed upon.

8.13.4 The District may prescribe standards of service, which shall entitle the employee to the leave of absence.

8.13.5 Any leave of absence granted under this Article shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the (1) granting of any subsequent leave under this type of leave, (2) employee's earned vacation pay, sick leave, holiday pay, or other benefits, provided under this Agreement, and (3) to provide anniversary increments if the employee has been absent for more than one hundred twenty (120) calendar days of the work year.

8.13.6 Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period at the discretion of the District, provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.

8.13.7 The District shall send a response notice to an employee on an unpaid leave of absence sixty (60) calendar days before the end of the leave. The employee shall complete the response sheet and return it to the District thirty (30) days before the end of the leave indicating the employee's intent to return, resign, or request an extension of the leave.

8.14 Incentive for Higher Attendance: The District agrees to contribute \$5000 to reward unit members with a high record of attendance. The money will be divided among eligible employees who have no days or one day of absence due to illness.

8.15 Parental Leave With Pay

8.15.1 Pregnancy Disability: Unit members are entitled to us sick leave as set forth in 8.3 and 8.5 for reasons caused or contributed to by pregnancy, miscarriage, childbirth, and recover therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability.

8.15.1.1 Such leaves shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set for the above.

8.15.1.2 Unit members are entitled to leave without pay for disabilities because of pregnancy, miscarriage, or recovery therefrom when accumulated and extended sick leave have been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unity member's physician.

8.15.1.3 A unit member on leave for pregnancy reasons shall be entitled to return to a position comparable to that held at the time the leave commenced.

8.15.2 Parental Leave: A unit member with less than one (1) year in the district may utilize up to ten (10) days of parental leave, deducted from accumulated sick leave, will be granted, upon request, to the non-birthing unit member at the birth of the child.

8.15.3 Adoption Leave: A unit member with less than on (1) year in the district shall have the right to utilize personal necessity and sick leave for absence necessitated by child adoption. Such leave shall not exceed twenty (20) days.

8.15.4 Child Bonding Leave: Unit members may choose to take up to 12 school weeks for child bonding occasioned by the birth of the unit members' child, or placement of a child with the unit member in connection with the unit members' adoption or foster care of the child as provided by the California Family Rights Act (CFRA). Pursuant to Education Code Section 45196.1, unit

members may choose to utilize any accumulated sick leave during the child bonding leave granted under this section. After sick leave has been exhausted, the unit member may use fifty percent (50%) paid leave, as described in Section 8.5.1 for the balance of the 12 school week bonding leaves.

8.15.4.1 For mothers, the 12 week child bonding leave shall commence at the conclusion of any pregnancy disability leave.

8.15.4.2 For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave and run concurrently with CFRA.

8.15.4.3 Pursuant to the CFRA, child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child.

8.15.4.4 The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.

8.16 Parental Leave Without Pay

8.16.1 Leave without pay for the purposes described in Section 8.15 shall be granted to a unit member, without regard to gender, for child rearing, if requested by unit member. This type of leave may be used instead of or in addition to "Parental Leave with Pay" described in Article 8.15.

8.16.2 The unit member shall make the request to a Human Resources administrator for such leave as soon as practicable. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.

8.16.3 The duration of the leave may be up to six (6) consecutive months or through the end of the school year whichever is greater.

8.16.4 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on unpaid leave. The employee shall be placed in the position held previous to such leave, however, the District cannot guarantee placement at the same site. The employee shall be placed in the position held previous to such leave, however, the District cannot guarantee placement at the same site.

8.17 Job Sharing: Job sharing is defined as two (2) permanent employees sharing one job. Any job sharing shall be mutually agreed upon by the unit members involved and the District. A request for job sharing may be made by a unit member at any time.

8.17.1 Application Procedures: A written request must be received in the Human Resources Department by March 15 of the year preceding the school year in which the employees wish to share the job.

8.17.2 Compensation: Participants shall be placed at their regular step on the salary schedule with salary prorated in relation to each participant's share of one full-time position.

8.17.3 Benefits: Employees shall receive a prorated amount of health, welfare, and leave benefits. Contributions to Public Employees' Retirement System shall be proportionate to the salary earned.

8.17.4 Return to Full-Time: Employees who accept a job sharing assignment may request to return to full-time assignment for the subsequent contract year provided they notify the Human Resources Department no later than February 15 of the year of job sharing assignment of their desire to return to full-time status. The District shall honor such request.

ARTICLE 9

ASSIGNMENTS, TRANSFERS & PROMOTIONS

9.1 Assignment: Each member of the bargaining unit shall be assigned to a position by action of the Board of Trustees. Each position shall be assigned to a job classification and shall be a part of the classified services of the District.

9.2 Definitions:

9.2.1 Transfer is defined as a change in assignment within the same classification from one school site or administrative department to another on a permanent basis without a change in classification or salary.

9.2.2 Promotion is defined as the upward movement into a higher classification or position, accompanied by an increase in salary, on a permanent basis.

9.2.3 Administrative transfer is defined as a transfer, which is initiated by the District, as specified in this Agreement.

9.3 Posting Vacancies: The District shall publish a list of all unit position vacancies. One (1) copy shall be sent to the President of CSEA Chapter 411. Notices shall be posted for five (5) working days at all work locations. The position shall remain vacant until the closing date. The job vacancy notice shall include: the job title, a brief description of the position and duties, the qualifications, the assigned job site, the hours per day, months per year, the salary range and the deadline for filing for the vacancy. Any time prior to the official closing date, the employee may withdraw his/her request.

9.4 Transfer and Promotion Procedures:

9.4.1 No transfer request shall be permanently filled until the completion of the posting period.

9.4.2 The administrator that posts the position shall meet with, and consideration shall be given to all transfer candidates who meet the established qualifications for the vacancy and whose requests are properly submitted. When the candidates for transfer are employees who have

equal skills and qualifications, the employee with the greatest seniority shall be offered the position.

9.4.3 After a bargaining unit member has successfully transferred into a vacant position, s/he will not be eligible to transfer into another vacant position for twelve months.

9.4.4 A transfer candidate who is denied a transfer will be granted a meeting with the administrator that posted the position and/or a human resources administrator, and shall be given the specific reasons for the transfer denial. The employee, upon request, may have a CSEA representative at this meeting to represent him/her.

9.4.5 If no transfer candidate is selected, the District will establish a selection advisory committee to interview all other qualified candidates, including promotion requests and external candidates. The selection advisory committee shall include at least one member appointed by CSEA. Any bargaining unit member, who meets the established qualifications, applying for a promotion, and any transfer candidates not selected for the position who so requests, shall be granted an interview unless s/he has interviewed for the same position within the last six months, or previously served in the position or classification and received a less than satisfactory evaluation or was removed from the position. Any such bargaining unit member may be granted an interview at the discretion of the administrator.

9.4.6 The selection committee shall screen applicants, interview qualified applicants and forward the names of the best qualified candidates(s) to a Human Resources administrator. The final selection shall be determined by the District Administration following completion of the total procedure.

9.4.7 Bargaining unit employees who request and receive a promotion shall receive not less than a five (5) percent salary increase above their current base salary.

9.5 Emergency Transfer: When an emergency situation exists, an employee may be temporarily transferred by administrative action. When the emergency has ended, the employee shall be returned to his/her original assignment and job site. Thereafter, the vacancy shall be filled

permanently in accordance with the provisions of this Article. A temporary assignment hereunder shall not last beyond six (6) months or the end of the fiscal year, whichever comes earlier.

9.6 Administrative Transfer:

9.6.1 The District may initiate an administrative transfer based upon justifiable needs as determined by the District. However, such transfer shall not be for arbitrary, capricious, or vindictive reasons, and shall not be initiated before CSEA has been informed as to the reasons for the transfer. The employee may meet with the Assistant Superintendent of Human Resources and be given reasons for the transfer.

9.6.2 Whenever a bargaining unit employee is administratively transferred laterally based upon justifiable needs, the employee shall suffer no reduction in pay or benefits unless voluntarily agreed to by the employee to avoid layoff.

9.6.3 The bargaining unit employee affected by an administrative transfer may request a meeting with the Assistant Superintendent of Human Resources and shall be given the specific reasons for such transfer and have such reasons placed in writing if requested by the employee. The employee, upon request, may have a CSEA representative at this meeting to represent him/her.

ARTICLE 10

GRIEVANCE PROCEDURE

10.1 Definitions:

10.1.1 Grievance: A "Grievance" is an allegation by a unit member that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees, or by the Administrative regulations and procedures of this School District, such as EEOC, FEPC, HEW, and CAL OSHA, relating to dismissal, suspension, or demotion proceedings, are not within the scope of this procedure.

10.1.2 Day: A "day" is a day in which the Central Administrative Office of the District is open for business.

10.1.3 Immediate Supervisor: The "Immediate Supervisor", designated by the District, is the person having immediate jurisdiction over the Grievant.

10.1.4 Grievant: A "Grievant" is any non-management employee and/or the Association representing the employee of the District covered by the terms of this Agreement who makes a grievance claim.

10.1.5 Conferee: A "Conferee" is any bargaining unit employee, District Administrator, or employee organization representative.

10.1.6 Designee: A "Designee" is any District management person assigned by the Assistant Superintendent of Human Resources or the Superintendent.

10.2 Group Grievance: If the grievance involves employees with different Immediate Supervisors, the grievance may be filed at Level II. If the grievance involves employees, not all of whom have the same supervision at Level II, the grievance may be submitted at Level III.

10.3 Informal Level Procedure:

10.3.1 Before filing a formal grievance, the employee shall within thirty-five (35) days after the employee knew or should have known of the event or circumstances occasioning the grievance, meet directly or through his/her representative with the Immediate Supervisor in an attempt to resolve the grievance informally.

10.3.2 Upon request, the Immediate Supervisor shall schedule the conference within five (5) days.

10.3.3 The Immediate Supervisor shall within five (5) days give his/her decision verbally for resolution of the grievance to the Grievant.

10.3.4 If the conference is not held or the decision not rendered within the prescribed time limits, or if the Grievant is not satisfied, the Grievant may proceed to Formal Level I.

10.4 Formal Level I (Immediate Supervisor): If the informal conference does not resolve the grievance, a formal grievance may be initiated, not later than twenty (20) days thereafter.

10.4.1 A formal grievance shall be initiated in writing and shall be filed with the Immediate Supervisor on forms prepared by the administration in consultation with CSEA. Such forms will be readily available at all job sites.

10.4.2 This statement shall be a clear, concise statement of the grievance, alleged article of the agreement violated, the circumstances and persons involved, the decision rendered at the informal level, and the specific remedy sought.

10.4.3 The Immediate Supervisor shall communicate his/her decision in writing to the Grievant within ten (10) days after receiving the grievance. If the Immediate Supervisor does not respond within the time limit, or if the Grievant is not satisfied with the decision within the time limit, the Grievant may appeal to Formal Level II. Should the workload of grievances be excessive, the Immediate Supervisor shall notify the Grievant and CSEA and establish additional days as necessary.

10.5 Formal Level II (Assistant Superintendent of Human Resources): If the grievance is not satisfactorily adjusted by the Immediate Supervisor, or if the Immediate Supervisor fails to respond in accordance with Level I, within ten (10) days, the Grievant may appeal the grievance in writing to the Assistant Superintendent of Human Resources.

10.5.1 This statement must include a copy of the original Formal Level I Grievance, the decision rendered, the name of the Conferee(s), if any, and a clear and concise statement of the reasons for the appeal and the specific remedy sought.

10.5.2 Within ten (10) days of the receipt of the grievance at Level II, the Assistant Superintendent of Human Resources shall meet with the Grievant in an attempt to resolve the grievance. Should the workload of grievances be excessive, the Assistant Superintendent of Human Resources shall notify the Grievant and CSEA and establish additional days as necessary.

10.5.3 Within twenty (20) days following the conference, the Assistant Superintendent of Human Resources shall give his/her decision in writing to the Grievant.

10.6 Formal Level III (Superintendent or Designee): If the Grievant is not satisfied with the decision rendered at Level II, he/she may appeal the decision within ten (10) days to the Superintendent or his/her Designee.

10.6.1 The appeal shall include a copy of the original grievance, the decision rendered at Level II, and a clear, concise statement of the reason for the appeal, and the specific remedy sought.

10.6.2 Within ten (10) days of the receipt of the grievance, the Superintendent or his/her Designee shall meet with the Grievant or his/her conferee(s) in an attempt to resolve the grievance. Should the workload of grievances be excessive, the Superintendent or his/her Designee shall notify the Grievant and CSEA and establish additional days as necessary.

10.6.3 Within twenty (20) days following the conference, the Superintendent or his/her Designee shall give his/her decision in writing to the Grievant.

10.7 Formal Level IV (Governing Board or Advisory Arbitration): If the Superintendent or his/her Designee does not respond within the time limit, or if the Grievant is not satisfied with the decision rendered at Level III, the Grievant may appeal the decision within ten (10) days to (a) the Governing Board directly, or (b) Advisory Arbitration.

10.7.1 This statement must include a copy of the original Formal Level III Grievance, the decision rendered, the name of the Conferee(s), and a clear and concise statement of the reasons for the appeal and the specific remedy sought.

10.7.2 Appeal Directly to the Governing Board:

10.7.2.1 The Board shall schedule the matter for a hearing to be held within thirty (30) days after receipt of the appeal. Should the workload of grievances be excessive, the Board shall notify the Grievant and CSEA and establish additional days as necessary.

10.7.2.2 Within fifteen (15) days after the hearing the Board shall give its decision in writing to the Grievant.

10.7.2.3 The decision of the Board shall be final and binding.

10.7.3 Appeal to Advisory Arbitration:

10.7.3.1 The parties shall select a mutually acceptable advisory arbitrator. In the event they are unable to agree on an advisory arbitrator within ten (10) days of the submission of the grievance to advisory arbitration, the advisory arbitrator shall be selected from a list submitted by the State Mediation and Conciliation Service. If the Grievant and the District cannot agree on an advisory arbitrator from the list, each party shall alternately strike names until only one name remains.

10.7.3.2 The advisory arbitrator shall conduct a hearing at which both parties may present evidence. After concluding the hearing, he/she shall prepare a report listing the issues, the pertinent facts found at the hearing, and a recommendation for resolution, which shall be advisory to the parties. This report shall be sent to the Governing Board, with copies to the

Grievant, CSEA, and the Superintendent. The cost of the advisory arbitrator shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them.

10.7.3.3 If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.

10.7.3.4 If either party is not satisfied with the recommendations of the advisory arbitrator, the matter shall be referred to the Governing Board within fifteen (15) days after receipt of the advisory arbitrator's report. The Board shall within thirty (30) days after said referral render a final and binding determination of the grievance and shall within ten (10) days after its determination give its decision in writing to the Grievant.

10.8 Miscellaneous Provisions:

10.8.1 Issues arising out of the exercise by the Board and Management of its responsibilities under Article 2 of the Agreement, "District Rights", including the facts underlying its exercise of such discretion, shall not be subject to this procedure.

10.8.2 The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.

10.8.3 Time allowances set forth in the procedure may be extended by written mutual consent of the Grievant and the District.

10.8.4 Records: No grievance shall be retained in the employee's personnel file. All records of the proceedings shall be retained by the Human Resources Department in a separate grievance file.

10.8.5 Employee Processed Grievance: Prior to advisory arbitration, an employee may present a grievance and have such grievance adjusted without the intervention of CSEA, as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the District shall not agree to a resolution of the grievance until CSEA has received a copy of the grievance

and the proposed resolution and has been given the opportunity to file a response within ten (10) days.

10.8.6 Reprisals: No reprisals shall be taken by or against any participant in the grievance procedure by reason of such participation.

10.8.7 Release Time: CSEA representatives shall be provided a total of ten (10) calendar days without loss of compensation for the processing of grievances. Any additional days shall be mutually agreed upon.

10.8.8 In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, it is understood that the process may continue into the summer months with the agreement of both parties, so as to resolve all grievances prior to the opening of the next school year.

10.8.9 Representation:

10.8.9.1 The Grievant may be represented by a representative of CSEA at any level of the grievance procedure.

10.8.9.2 If the Grievant at the initial presentation of a grievance is represented by CSEA and subsequently elects to waive his/her right to CSEA representation, the Grievant shall give twenty-four (24) hours written notice of such change to the person designated to hear the grievance at that level and to CSEA.

10.9 Grievance Forms: Forms for filing grievances shall be prepared by the District in consultation with CSEA.

10.10 Job Representatives:

10.10.1 Selection: CSEA shall designate Job Representatives at each job site. CSEA shall notify the District in writing of the names of the Job Representatives and the school or location they represent. If a change is made, the District shall be advised in writing of such change.

10.10.2 Authority: Job Representatives shall have the authority to file notice and take action on behalf of bargaining unit employees.

ARTICLE 11

SAFETY

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

11.2 Safety Committee: A safety committee shall be formed composed of two (2) members appointed by the District and two (2) members appointed by CSEA. The committee shall review health, safety, sanitation and working conditions. The committee shall make recommendations to the District concerning improvements in health, safety, sanitation and working conditions.

ARTICLE 12

SAVINGS PROVISIONS

12.1 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.

12.2 Follow-up Action by the Parties: In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate the effect upon the Agreement of such event and to arrive at a mutually satisfactory resolution of the situation.

ARTICLE 13

NEGOTIATIONS

13.1 Notifications and Public Notice: If either party desires to alter or amend this Agreement, it shall, not less than one hundred and twenty (120) days prior to the termination date set forth under the "Term of Agreement" Article 31, provide written notice to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.

13.2 Commencement of Negotiations: Within five (5) work days of satisfaction of the public notice requirement, and not later than forty-five (45) work days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

13.3 Impasse: If notice has been given in accordance with the preceding sections and the parties have not been able to agree upon terms of a new Agreement within thirty (30) days prior to expiration date of this Agreement, either party may institute impasse procedures in accordance with the rules of the Public Employment Relations Board (PERB).

Once the impasse procedures have been invoked, this Agreement shall remain in full force and effect until the conclusion of the impasse process.

13.4 Final Approval: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties. When the Board and the Association reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to and approved by the membership of the Association and the Board prior to implementation. If the parties have not negotiated the terms of a new agreement by the Agreement expiration date, the Agreement, except for those items in the Agreement which specifically sunset at the expiration date of the Agreement, shall remain in full force and effect until the parties approve a new agreement.

13.5 Release Time for Negotiations: There will be fifteen (15) person days allowed to conduct Association business which shall be submitted to the Human Resources Department at least two (2) weeks before use.

13.6 Negotiating Representatives: The Board and Association shall each respectively select their negotiating representatives provided the Board shall not select a member of the unit, as herein defined, as its representative, and the Association shall not select as its representative a District employee who is not a member of the Association's unit.

13.7 Process for Making Modifications to Agreement: The CSEA, Chapter 411 and the San Mateo-Foster City School District agree to the following three-step process:

13.7.1 The District and CSEA will form a subcommittee to negotiate any amendments to the contract. If a tentative agreement cannot be reached in the subcommittee, both parties agree to go to step 2.

13.7.2 If the subcommittee is unable to reach agreement, two Board members will join the negotiations. If CSEA and the Board members are unable to reach a tentative agreement, both parties agree to go to step 3.

13.7.3 The full Board with resource persons and the CSEA with resource persons will meet to negotiate an amendment to the agreement if steps 1 and 2 do not end in a satisfactory agreement between the two parties.

13.8 Process for Classified Range Adjustments:

13.8.1 When either the CSEA or the District has a concern about the salary range placement of a classification, two representatives from each group will meet to discuss the merits of the concerns.

13.8.2 When the two representatives from each group have discussed the concerns and reached some conclusions, they will jointly present their findings to the current negotiating teams of CSEA and the District.

13.8.3 If the negotiating teams agree with the conclusions of the two on two representatives, the representatives will draft a tentative agreement on the matter.

13.8.4 The tentative agreement will then be brought to the membership of CSEA, Chapter 411, and the District Board of Trustees for approval.

13.8.5 If either side cannot agree upon a mutual solution at 13.8.2, 13.8.3 or 13.8.4 of this process, 13.7.2 of the Process for Making Modifications to Agreement will be initiated.

ARTICLE 14

SUPPORT OF AGREEMENT - CONCERTED ACTIVITIES

14.1 It is agreed and understood that there will be no strike, by CSEA or by its officers during the term of this Agreement.

14.2 During the term of this Agreement the District shall not cause, or engage in, a lock out of employees in the bargaining unit.

ARTICLE 15

EFFECT OF AGREEMENT

15.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

ARTICLE 16

COMPLETION OF MEET AND NEGOTIATION

16.1 During the term of this Agreement, CSEA and the District agree that unless otherwise specifically provided herein, and in accordance with Article 13, "Negotiations", it is agreed and understood that the District and CSEA regard this Agreement as complete, both parties having met their obligation to meet and negotiate.

16.2 Unless both parties mutually agree, neither party shall be required to meet and negotiate during the life of this contract regarding any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and negotiated and executed this Agreement.

ARTICLE 17

SUMMER SCHOOL ASSIGNMENT

17.1 When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular September to June academic year, the work shall be assigned to bargaining unit employees serving in the appropriate classification(s).

17.2 When it is necessary to assign bargaining unit employees not regularly so assigned to serve during a summer school period, the assignment shall be made in the appropriate classification, but no employee shall be required to accept such assignment.

17.3 An employee who accepts a summer school assignment, and who works in a lower classification during summer school, shall receive the rate of pay for the classification he/she has accepted during summer school. An employee who works in a higher classification shall receive the higher rate of pay for the classification he/she is working.

ARTICLE 18

HOLIDAYS

18.1 Scheduled Holidays: The District agrees to provide all employees in the bargaining unit with fifteen (15) paid holidays subject to holiday eligibility. (See Holiday Schedule marked Appendix C.)

18.2 In addition to the allocation in Appendix C, eleven (11) month employees shall receive one (1) additional day. It is understood that this day must be pre-scheduled with the Immediate Supervisor and will not be used on any day when students are in attendance at the schools unless the school runs a twelve month program. The day must be used within the fiscal year and be taken in no less than one-half day increments or it will be forfeited.

18.3 In addition to the allocation in Appendix C, twelve (12) month employees shall receive two (2) additional days. It is understood that these days must be pre-scheduled with the Immediate Supervisor and will not be taken at a time when a substitute is required, or when the absence of the unit member will result in the necessity of overtime being assigned to other unit members because of the absence. The days must be taken within the fiscal year and be taken in no less than one-half day increments or they will be forfeited. Exception: Those positions which require a substitute, as designated by the Human Resources Office.

18.4 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 under Education Code Section 45203 or its successor shall be a paid holiday for all employees in the bargaining unit.

A declared day(s) of mourning shall be considered a paid holiday only once in every two calendar years.

18.5 Holidays on Saturday or Sunday: When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday, not a holiday, shall be deemed to be that holiday.

18.6 Holiday Eligibility: Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

18.6.1 No floating holidays as provided in Sections 18.2 and 18.3 may be taken during the first six (6) months of employment with the District.

18.6.2 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Spring Vacation Day, or Independence Day shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

Note: The parties agreed to move language regarding the Child Nutrition Services workday to Article 6.2, effective 2015-16.

ARTICLE 19

CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS

19.1 Definition of Reclassification: Reclassification means a significant change in job duties due to the gradual addition of duties which are not reflected in the current job description or to review a position that has not been reviewed within the last five (5) calendar years.

19.2 Process for Requesting Reclassifications:

19.2.1 Except by mutual agreement between the District and CSEA all requests for reclassification shall be made in accordance with this Article and shall be reviewed at least once a year.

19.2.2 A request for reclassification may be initiated either by the supervisor or the employee. The initiator shall complete the Reclassification Application (Appendix F) and submit it to the Assistant Superintendent of Human Resources by October 1. The Human Resources Department shall obtain input from the employee's supervisor (or from the employee if the process was initiated by the supervisor). Only completed applications will be submitted to the committee for review. Detailed guidelines and applications for reclassification requests for classified employees (see Appendix F) are available in the Human Resources Department.

19.3 Procedures for Review and Appeal:

19.3.1 Upon receipt of the request, the Assistant Superintendent of Human Resources shall meet with the review committee. The review committee shall consist of the Assistant Superintendent of Human Resources or designee, two District representatives, and three appointed representatives from CSEA Chapter 411. The committee will use the following for consideration when developing their recommendation:

- a) current job duties being performed;
- b) current job description;
- c) comparable job descriptions and pay rates at neighboring and Bay Area districts; and
- d) any other relevant information presented to the committee.

19.3.2 Appeal: The supervisor and the employee involved in making the request shall be informed in writing of the decision made by the committee and their right to appeal. If the request is disapproved, they will have five (5) working days to request a rehearing before the committee. The request shall be submitted in writing to the Assistant Superintendent of Human Resources. The request shall be reviewed again by the committee.

19.4 Submission of Recommendation to the Superintendent and the Board:

19.4.1 If a majority of the committee agrees with the reclassification, it will submit its recommendations to the Superintendent by February 15th. The Superintendent will then make his/her recommendations to the Board of Trustees in March. The Board of Trustees will take action on these recommendations at the 2nd meeting in March. The Board's decision shall be considered final and binding.

19.5 Right to Negotiate:

19.5.1 Should the Board approved recommendation include new bargaining unit job classifications, a new job descriptions and/or modifications of existing job descriptions, the Assistant Superintendent of Human Resources shall notify the CSEA Chapter President so that the parties may exercise their statutory rights to negotiate.

19.6 Effective Date of Reclassified Position: When the Board of Trustees approves the recommended reclassification, the effective date of the reclassification shall be April 1, following Board approval. If the reclassification only results in the addition of new duties that had not been performed by the employee prior to their request for reclassification the salary schedule increase shall be effective when the reclassified work commences.

19.7 Salary Placement of Reclassified Positions: When a position or class of positions is reclassified, the position or positions shall be placed on the salary schedule in a range which will result in at least a two (2) range increase above the salary of the existing position or positions.

19.8 Temporary Change of Classification: Any employee who is required to perform duties inconsistent with his/her current classification for a period of three (3) days or more in a fifteen

(15) day period, shall be paid at the rate of the appropriate salary step within the salary range for the classification in which he/she serves, or at a five percent (5%) differential above the employee's current rate of pay, whichever is greater, for the entire period of service out of classification, whenever such service is in a higher classification. Any employee who is required to perform duties inconsistent with his/her current classification for a period of five (5) days or more in a fifteen (15) day period, shall be paid a five percent (5%) differential above the employee's current rate of pay, for the entire period of service out of classification, whenever such service is in an equal or lower classification.

19.9 Abolition of a Position or Class of Positions: If the District proposes to abolish a position or class of positions, it shall discuss the proposed action with CSEA before the decision is final.

19.10 Existing Classification Changes by the District: When a position becomes vacant, the District shall not reclassify that position without first consulting with CSEA.

ARTICLE 20

PERFORMANCE EVALUATION

20.1 All bargaining unit employees shall be evaluated by their management supervisor on forms jointly developed by CSEA and the District. Site administrators, other management personnel, and foremen who have direct knowledge of the employee's performance may participate in the evaluation process.

Direct knowledge shall be defined as knowledge obtained through actual visual and/or verbal contact with the employee and/or the employee's work.

Employees shall be informed of the identity of their management supervisor when hired or reassigned.

Employees shall be advised of any site administrators and/or other management personnel participating in the evaluation at the time such participation is initiated.

The management supervisor shall verify any third party input, which contributes to a negative evaluation. Such verification shall be made known to the employee.

20.2 Bi-annual Option: Permanent employees shall be evaluated annually between the month of March and the end of the employee's work year. If the evaluator and the employee both consent, an employee with at least three complete years of service in the same classification, whose evaluations have met or exceeded job standards in all areas during that period, may agree that the employee will be evaluated every two years. At any time, either the employee or the evaluator may withdraw consent.

20.3 Probationary employees shall be evaluated a minimum of two (2) times during the six (6) month probationary period. The first (1st) evaluation shall be given no later than the end of the third (3rd) month and the second (2nd) no later than the end of the fifth (5th) month.

20.4 Certificated classroom teachers, at the request of the management supervisor, may participate in the evaluation of paraprofessionals who work in the area of instruction.

20.5 Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.

The parties agree that the purpose of evaluation shall be to improve performance and provide feedback to the employee and supervisor. Job performance shall be discussed at the time the issue was pertinent, rather than holding it in abeyance until the time of the written evaluation. An employee shall be given written notification of a negative job performance by March 31st, if less than “meets standards” will be checked on the final evaluation. The purpose of this written notification is to give the employee the opportunity to improve. If the evaluator has a concern about the evaluatee after March 31st, the final evaluation shall be delayed until the evaluator has shared the concern in writing with the employee and the employee has two months to improve.

20.6 The employee shall have the right to review and respond to the evaluation.

20.7 All evaluations shall be signed by the evaluator and by the employee. By signing the evaluation, the evaluator and the employee certify that they have met and discussed the evaluation.

20.8 A bargaining unit employee who disagrees with the evaluation may file a written response and/or request a meeting to review the evaluation with the Assistant Superintendent of Human Resources. One (1) copy of the completed evaluation shall be given to the bargaining unit employee. Only the final evaluation will be placed in the personnel file of the employee.

ARTICLE 21

PAY AND ALLOWANCES

21.1 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 be reference incorporated as a part of this Agreement. The regular rate of pay shall include any longevity increment or shift differential required to be paid under this Agreement. All employees in the bargaining unit shall receive an Employee Earnings Worksheet within a reasonable period of time annually after the beginning of their work year.

21.1.1 The 2020-2021 CSEA salary schedule shall be increased by 3% effective July 1, 2021. This shall become the 2021-2022 CSEA salary schedule. This salary schedule increase is for current active employees as of July 1, 2021 and the date that of ratification of this agreement. Unit members who are current employees at the District and who were hired on or before August 12, 2021 will receive a one-time, off-salary-schedule bonus of \$1,500 prorated for part-time unit members. Unit members hired after August 12, 2021 are not eligible for the bonus.

21.1.2 The 2019-20 salary schedule shall be increased by 3% effective July 1, 2020. This salary increase shall apply to all current unit members employed at the District as of July 1, 2020.

21.1.3 The 2018-2019 salary schedule shall be increased by 2.5% funded from Measure V parcel tax revenue effective July 1, 2019. In the event Measure V, the parcel tax, is not approved by the voters in the November 2018 general election and certified pursuant to the official Certificate of Election Results, the 2.5% salary schedule increase will not go into effect and the parties will resume salary negotiations for the 2018-20 school year.

21.1.4 The 2017-2018 salary schedule shall be increased by 3% effective July 1, 2018. This salary schedule increase shall impact all current and retired unit members that were employees at the District between July 1, 2018 and the date that this agreement is ratified by the parties.

21.1.5 The District shall offer CSEA an equivalent increase to any increase that another bargaining unit receives that exceeds the increase negotiated with CSEA during any year of this Agreement.

21.1.6 The 2016-2017 salary schedule shall be increased by 3% effective July 1, 2017 for the current active employees as of the date of ratification of this agreement.

21.1.7 The 2015-2016 salary schedule shall be increased by 5% effective July 1, 2016 for current active employees as of the date of ratification of this agreement.

21.1.8 The District shall offer CSEA an equivalent increase to any increase that another bargaining unit receives that exceeds the increase negotiated with CSEA for 2016-2017 and 2017-2018, excluding increases that are due to a negotiated compromise involving a change in working conditions, such as increased class size, workload, work minutes or days. If there is a disagreement about whether an increase to another bargaining unit is due to a negotiated compromise, CSEA may demand to bargain the disagreement.

21.1. 7 Night Shift Differential: The intent of Article 21.1.4, to provide (5%) differential for employees who work night shifts starting after 2:00 P.M., is to recognize custodial and maintenance workers whose work required night hours. This language is not intended to be inclusive of other employees who may start their work after 2:00 P.M.

21.1. 8 Morning Shift Differential: Differential applied before 7:30 a.m., in one-half (1/2) hour increments at a fixed rate of \$12.00 a month for each one-half (1/2) hour, if required by the District. This does not prohibit agreement for convenience of employee, but with no extra compensation.

21.1. 9 Split Shift Differential: A split shift pay differential of five percent (5%) for total time worked, shall be provided for those employees whose assignment requires a split of two (2) or more hours.

21.2 Pay-warrant Frequency - Once Monthly: All regular 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 Saturday, Sunday, or holiday, the pay-warrant shall be issued on the preceding workday. In the event variable pay-warrants arrive at the business office from County Office too late for distribution, on the last working day, the schools shall be notified of the delay the same day. Variable pay-warrants in such a situation will be distributed as quickly as possible but no later than the second working day.

21.3 Payroll Errors: Any payroll error resulting in insufficient or excess payment for an employee in the bargaining unit shall be corrected and appropriate adjustments will be made after the identification of the error.

21.4 Special Payments: Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, recalculation of hours, or other reasons other than procedural errors shall be made and a supplemental check issued within a reasonable period of time following written notice to the payroll department.

21.5 Lost Warrants: Any pay-warrant for an employee in the bargaining unit which is lost after receipt, or which is not delivered within five (5) days of mailing if mailed, shall be replaced within twenty (20) days following the filing of employee's written affidavit in the payroll department for replacement of the warrant.

21.6 Pay Increases: The District shall make a lump sum payment of any agreed upon retroactive pay increase resulting from the current Agreement or any amendments thereto within seventy-five (75) days of the Agreement between the District and CSEA.

21.7 Promotion: Any employee in the bargaining unit receiving a promotion to a bargaining unit position under the provisions of this Agreement shall be moved to the appropriate Range and Step of the new class. (See Article 9.4.7)

21.8 Mileage: Any employee in the bargaining unit required to use his/her vehicle at the request of the District on District business shall be reimbursed at the current government rate per mile for

all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds within a reasonable period of time. Claims for mileage shall be turned in on a Manual Request for Reimbursement.

21.9 Anniversary Date: Beginning in the 2000/2001 school year, an employee who is eligible for an increment will receive the increment on July 1. When an employee changes classification, the employee will be eligible for the increment on the July 1 immediately following the school year that they have worked 75% of the year in that classification.

Beginning in the 2000/2001 school year, any new employee to the district will be eligible for an increment the July 1 immediately following the school year that they have worked 75% of the year in that classification.

21.10 Longevity Increment: Employees who have rendered nine (9) full years of service based on the hire date of the employee, shall move five (5%) on the Salary Schedule, e.g., a person on Step F of Range 43 who has put in nine (9) full years of service shall proceed to Step L of Range 43.

Employees who have rendered eleven (11) full years of service shall move two and a half (2 1/2 %) on the salary schedule.

Employees who have rendered sixteen (16) full years of service shall move three and three quarter (3 3/4 %) on the salary schedule.

Employees who have rendered eighteen (18) full years of service shall move one and one quarter (1 1/4 %) on the salary schedule.

Employees who have rendered twenty-one (21) full years of service shall move two and one half (2 1/2 %) on the salary schedule.

21.11 PERS Payment: The District shall no longer pay classified bargaining unit members' contribution to PERS (EPMC) and instead shall apply a 5.74% increase to the CSEA salary

schedule. This shall be effective beginning with the payroll which is subsequent to sixty days after settlement with the other bargaining unit for 2015-2016.

21.12 Secondary Language Skills Stipend: Bargaining unit members may be eligible to receive an annual stipend for utilizing secondary language skills for oral interpretation and/or written translation (reading/writing) pursuant to process described in this Section.

21.12.1 Annual Stipend

The annual stipend for oral bilingual skills only shall be \$500.

The annual stipend for utilizing oral bilingual and reading/writing skills shall be \$750.

21.12.1.1 The annual stipend will be paid out on a monthly basis.

21.12.1.2 Eligible employees working 3.75 or more hours per day will receive the full stipend and eligible employees working less than 3.75 hours per day will receive a prorated stipend, equal to of one-half (1/2) of the full stipend. Stipends will be paid monthly.

21.12.2 Eligibility:

21.12.2.1 Employees in the following job classifications shall automatically receive the stipend on an annual basis:

- Administrative Assistant Bilingual
- Para-Educator I-Bilingual
- Para Educator II-Bilingual
- School Office Assistant-Bilingual

21.12.2.2 Employees in the following school office job classifications shall be eligible for the stipend if they are assigned to a school site having 20% or more of the total school population that are designated English learners for a specific language, or that has a Spanish or Mandarin immersion program. Each eligible school site may have up to three (3) office staff who are approved to utilize secondary language skills and receive stipends.

- Administrative Assistants (including "School" & ESC) in the preschool program.
- School Office Assistants

- School Community Workers
- School Office Specialists

21.12.2.3 Once an employee has been approved to utilize their secondary language skills and receive the stipend, they shall remain approved and continue to receive the stipend automatically from year to year unless the employee, (1) separates from the eligible school office position, or (2) voluntarily opts-out, or (3) becomes ineligible because the school site has fallen below the 20% threshold described in the above section.

21.12.2.4 Prior to August 1 of each year, the District shall review school site eligibility for that school year based on the criteria established in this section and shall notify the CSEA Chapter President of all eligible school sites and the names of the office staff who are approved to receive the stipend. If a qualifying school site does not have three (3) office staff that are approved to utilize secondary skills and receive the stipend, then the District shall notify eligible employees that they may apply.

21.12.2.4.1 Eligible employees may apply to utilize their secondary language skills and receive the stipend by submitting their written request to Human Resources. Human resources may require the employee to pass a language skills test to confirm eligibility. If more eligible employees apply and pass the test than vacancies exist, the stipend will be awarded to eligible employees in the following order: (1) school office employee with the greatest number of hours worked, then (2) needs of the school site for (i.e. oral skills or oral and reading/writing skills), then (3) Seniority.

21.12.3 Additional Provisions

21.12.3.1 Principals of schools less than 20% of the total school population designated as English learners may apply to the District Office of Human Resources for an exception to this section based on articulated need.

21.12.3.2 The Principal of the Annex Program may apply to the District Office of Human Resources for an exception to this section based on articulated need. With approval of

Human Resources, if no bilingual office staff exists, the Principal may designate up to two (2) position in any Annex job classification to be eligible to receive the stipend, pursuant to this section.

ARTICLE 22

NO DISCRIMINATION

22.1 No Discrimination on Account of CSEA Activity: Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or unlawfully discriminate against employees and/or District because of the exercise of rights to engage or not to engage in CSEA activity.

ARTICLE 23

HEALTH AND WELFARE BENEFITS

23.1 Health & Welfare Benefits: All eligible employees in the bargaining unit shall be entitled to the following insurance programs as approved by the District:

23.1.1 Medical/hospital/surgical/prescription/drug coverage

23.1.2 Dental coverage

23.1.3 Vision Care coverage

23.1.4 Life Insurance coverage

23.1.5 Cancer Insurance coverage

23.1.6 Cancer Insurance coverage (Intensive care)

23.1.7 Income Protection Insurance coverage

23.1.8 District Contribution

23.1.8.1 The District shall make a contribution toward an approved health plan option (see Appendix B1), per eligible unit member working 20 hours per week or more.

Effective January 1, 2021, maximum District contribution shall increase to \$875 per month, or \$10,500 per year, for unit members whose regular assignment is at least 30 hours per week. This amount shall be prorated based on forty hours full time equivalent for unit members working at least 20, and less than 30, hours per week.

Effective January 1, 2022, maximum District contribution shall increase to \$925 per month or \$11,100 per year for unit members whose regular assignment is at least 30 hours per week. This amount shall be prorated based on forty hours full time equivalent for unit members working at least 20, and less than 30 hours per week.

Employees working less than 20 hours per week will not be eligible for participation in the PERS Health Plan. The District may offer employees who are working less than 20 hours per week another health insurance option which may be available through other employee groups, or individually through an available health insurance plan, if any.

Unit members initially employed on or after April 01, 2012, and before December 31, 2013, including former employees who resigned or whose employment was terminated for reasons other than layoff, shall become eligible for the District contribution to benefits or cash in lieu of benefits at the beginning of the fifth (5th) full month of employment. This provision shall not apply to unit members who are on the 63/39 month reemployment list.

Unit members initially employed on or after January 1, 2014, including former employees who resigned or whose employment was terminated for reasons other than layoff, shall become eligible for the District contribution to benefits or cash in lieu of benefits at the beginning of the first full month following the first ninety calendar days of employment. This provision shall not apply to unit members who are on the 63/39 month reemployment list.

23.1.8.2 As a condition of receiving the entire District contribution, every eligible unit member shall enroll in the District's employee dental insurance program. Any excess of the District's monthly contribution over premium costs of the dental coverage may be utilized by a unit member for other benefits such as vision and/or medical coverage for the employee and their dependents and/or dental coverage for employee's dependents, which may be offered by the District. .

23.1.8.3 If an employee does not receive health benefits from the District, the employee may be eligible to receive cash back (cash in lieu) pursuant to this section. The cash back or cash in lieu entitlement for a full time unit member hired prior to January 1, 2016 shall be a maximum of \$320 per month, and for a full time unit member hired on or after January 1, 2016 shall be a maximum of \$250 per month. This amount shall be prorated for less than full time unit members and shall include the dental premium for eligible unit members. (Appendix B2.) Unit members who average at least 30 hours per week, and who are eligible for and waive health benefits, each year must provide proof of alternative medical coverage by the last day of the open enrollment period in order to receive cash in lieu of benefits.

23.1.8.4 Any excess premium after application of the District's monthly contribution shall be the sole responsibility of the unit member who shall authorize salary deduction of such costs as a condition of receipt of such benefits in accordance with the Internal Revenue Code Section 125 requirements.

23.2 Additional Insurances: Any additional insurance shall be submitted by CSEA to the District for review and approval.

23.3 Employees earning less than four thousand dollars (\$4,000) a year shall not participate in the Income Protection Insurance Plan. The level of annual income will be based on the October pay warrant for a continuing employee and the first pay warrant of a newly appointed employee for a given fiscal year.

23.4 Retirement Health Benefits:

Health Insurance for Retired Employees – Years of service for retirees is calculated from the original date of hire.

23.4.1 The District agrees to contribute the minimum employer contribution (M.E.C.) set by Government Code of the California Public Employee's Retirement Law per eligible retiree, per month. If the District and CSEA agree to terminate participation in the PERS medical insurance plan, the District shall have no further obligation for payment of the minimum employer contribution.

23.4.2 Unit members who retired prior to July 1, 1993 shall be offered the option of enrolling in the PERS Health Benefit Program. For those retirees electing to enroll in the PERS Health Benefit Program, the District shall contribute the minimum employer contribution for the life of the retiree.

23.4.3 The administrative and reserve costs charged to the District by PERS shall not exceed 1% of unit member health insurance premiums. Additional costs, if any, shall be subject to renegotiations between the parties. Failure to reach an agreement (within 90 days) on additional costs shall result in an automatic termination of the PERS Health Benefits Program.

23.4.4 If the retiree becomes deceased, and his/her surviving spouse continues to receive PERS pension benefits, the surviving spouse shall continue to receive minimum employer contribution for PERS medical insurance for the duration of the surviving spouse's receipt of the State retirement benefit.

23.4.5 The District agrees to maintain contributions for continuing medical, dental and vision coverage on the same basis as provided active employees in the bargaining unit for those persons who have already retired or were employed by the District before July 1, 2013 according to the following schedule. For unit members who are hired on or after July 1, 2013, and who retire according to the following schedule, the District's contribution for the above benefits shall be \$320 per month.

(a) An employee at the age of 50 must have a minimum of 15 years continuous service with the District prior to retirement and does not plan to seek other employment within the District.

(b) An employee at the age of 51 must have a minimum of 14 years continuous service with the District prior to retirement and does not plan to seek other employment within the District.

(c) An employee at the age of 52 must have a minimum of 13 years continuous service with the District prior to retirement and does not plan to seek other employment within the District.

(d) An employee at the age of 53 must have a minimum of 12 years continuous service with the District prior to retirement and does not plan to seek other employment within the District.

(e) An employee at the age of 54 must have a minimum of 11 years continuous service with the District prior to retirement and does not plan to seek other employment within the District.

(f) An employee at the age of 55 or older must have a minimum of 10 years continuous service with the District prior to retirement and does not plan to seek other employment within the District. Any employee who was vested by meeting the age and years of service criteria as of August 16, 2006 shall be grandfathered as eligible under Section 23.4.5.

23.4.6 In order to be eligible under the schedule set forth in 23.4.5 above, an employee must:

(a) Draw monthly benefits from P.E.R.S. (Public Employee Retirement System) upon resignation from the District.

(b) Be currently insured for medical benefits and requesting to continue coverage after retirement.

(c) Be currently insured (Delta Dental Service- DDS) and requesting to continue coverage after retirement.

23.4.7 The District's insurance contributions will be for the employee only until he/she attains the age of sixty-five (65).

(a) Ten (10) month employees will earn one (1) year of service for each ten (10) months of paid service to qualify for eligibility.

(b) Employees who are forced to retire on disability retirement will be eligible for this benefit if they meet the minimum years of service requirement.

Employees in the bargaining unit who retire and who subsequently become eligible for and successfully enroll in Federal medical insurance programs available to persons receiving OASDI benefits, will automatically be converted by the insurance company to supplemental coordination of benefit programs. The retiree will submit payment for coverage direct to the insurance company.

23.4.8 Medicare Supplement:

Commencing at age 65 and continuing for the life of the retiree:

(a) District agrees to contribute the minimum employer contribution for those retirees who retire after the ratification of the 1995-96 agreement beginning in the 1999-2000 school year. Beginning in the 2000/2001 school year, this contribution will apply to part-time as well as full-time employees and will not be prorated. Years of service for retirees are calculated from the original date of hire.

(b) For unit members who retire with thirty (30) or more years of service, which may include accumulated sick leave, with the San Mateo-Foster City School District, the District shall contribute the M.E.C. and the retiree shall receive the monthly difference, if any, between the minimum employer contribution and \$189 per month.

23.4.9 Employee Right to Self-Pay Insurance:

Employees who retire before the age of fifty-five (55) and do not satisfy conditions of 23.4.5 may maintain group insurance coverage through the District. They shall not receive District contributions for insurance coverage upon reaching the age of fifty-five (55). These individuals shall make arrangement for payment of coverage in advance on a quarterly basis in order for group insurance coverage to continue without break. The retiree will reimburse the District for the excess health premiums to maintain the coverage.

23.5 Social Security & Public Employees Retirement System:

Social Security (OASDI) coverage and membership in the Public Employees Retirement System (PERS) are coordinated. A classified employee becomes a contributing member of PERS according to CALPERS Procedures Manual.

23.6 Savings Clause:

Should there be any change in law or regulation affecting the minimum employer contribution, the parties agree to meet and negotiate the effect of the change, upon request of either party, within ten (10) working days of the request.

ARTICLE 24

EMPLOYEE EXPENSES AND MATERIALS

24.1 Uniforms: The District shall supply uniforms, equipment, and identification badges, required by the District to be worn or used by bargaining unit employees in the following classes. In the event any of the following classifications are to be changed, the District shall meet and negotiate the effect of such change with CSEA and modify the list if necessary.

- (a) Automotive Mechanic
- (b) Cafeteria Employees
- (c) Glazier/Carpenter
- (d) Groundskeeper
- (e) Heating & Air Conditioning Technician
- (f) Maintenance Mechanics
- (g) Painter
- (h) Plumber/Electrician

24.2 Tools: Any necessary or special equipment and clothing that is required by the District shall be supplied by the District. Loss of District supplied tools, equipment and clothing due to negligence of the employee shall be paid by the employee, as determined by the District after consultation with CSEA.

24.3 Safety Equipment: Should the District assign duties to an employee in the bargaining unit requiring the use of equipment or gear to insure the safety of the employee, as required by law, the District agrees to furnish such equipment or gear.

24.4 Personal Vehicles Used in District Business: In the event employees are required by the District to use their personal vehicles on employer business, the employees' personal vehicle insurance is primary. The District provides excess bodily injury and property damage liability insurance for employees driving their personal vehicles on business. The District does not provide comprehensive or collision insurance for employee vehicles while driven on district business.

24.5 Physical Examinations: The District agrees to provide the full cost of any necessary medical examination required as a condition of employment, or continued employment, in accordance with the provisions outlined in the Education Code or Government Code.

24.6 Fingerprint Check: Every person employed by the District shall receive a fingerprint clearance before beginning employment. The expense of fingerprinting shall be borne by the District.

24.7 Hold Harmless Clause: Whenever any civil action is brought against an employee for any action or omission arising out of, or in the course of, the duties of that employee, the District agrees to pay the costs of defending such action, including costs of counsel and of appeals, if any, and shall hold harmless from and protect such employee from any financial loss resulting therefrom so long as the employee was working within the scope of his/her employment and the action was not done maliciously. If the District does not provide legal counsel and the employee is successful in defending the action, the District shall reimburse him/her for attorney fees.

ARTICLE 25

JOB REPRESENTATIVES

25.1 Designation of Job Representatives: The District agrees that the Association shall designate one (1) Job Representative and/or alternate at each site.

25.2 Notification: The Association agrees to notify the District in writing of the names of employees who have been designated as Job Representatives.

25.3 Authority: Job Representatives shall have the authority to file notice and take action on behalf of bargaining unit employees.

25.4 Release: After notifying his/her immediate supervisor, a Job Representative shall be permitted to leave his/her normal work area during reasonable times in order to assist in investigation, preparation, writing, and presentation of grievances. The Job Representative is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the Grievance Procedure. Under this section, each Job Representative shall be entitled up to a maximum of two (2) hours released time for the investigation and documentation of each grievance. Time spent at a hearing or conference with management shall not be charged against this maximum.

25.5 Access to Work Locations: CSEA-designated representatives will be permitted access to District facilities for the purpose of contacting members for the investigation of grievances.

Representatives will notify supervisors or principals of their intent to investigate and/or of their arrival at a given work location. They will be permitted entry upon presentation of identification.

25.6 CSEA Staff Assistance: Job Representatives shall at any time be entitled to seek and obtain assistance from CSEA staff personnel.

ARTICLE 26

PROGRESSIVE DISCIPLINE

The purpose of this article is to define formal and informal discipline, and provide procedures for implementation of discipline and progressive discipline. Informal discipline includes: (a) Formal Discussion and (b) Written Warnings. Formal discipline includes: (a) Written Reprimands, (b) Suspension Without Pay, and (c) Dismissal. Employees shall be offered the opportunity to have a representative of his/her choice at any disciplinary meeting or conference.

26.1 Formal Discussion:

The parties believe that questions and/or issues that might lead to disciplinary action are best resolved by means of objective discussion between supervisors and unit members.

26.2 Written Warnings:

26.2.1 Procedure: A written warning shall clearly indicate that it is a warning. A written warning is not initially placed in the personnel file. An employee shall be offered the opportunity to have a representative of his/her choice at any meeting where a written warning is provided. (This section does not change the status of any written warning placed in a personnel file prior to July 1, 2007.)

26.3 Written Reprimands:

26.3.1 Procedure: Written reprimands for placement in the personnel file of the employee constitute the first formal level of discipline. The immediate supervisor must append to a written reprimand any prior written warnings which are to be relied upon to justify the reprimand. The written reprimand shall include specific incidents, recommendations for improvements, and a reasonable timeline for improvement. The letter shall clearly indicate that it is a reprimand and constitutes the first formal level of discipline.

26.3.2 Appeal Process for Written Reprimands: The employee will have a right to appeal the reprimand within ten (10) days to the Assistant Superintendent of Human Resources. The

Assistant Superintendent of Human Resources will meet with the employee and the supervisor to review the reprimand within fifteen (15) days and will render his or her decision within ten (10) days. The decision shall state whether the letter of reprimand is to be included in the personnel file in its original or modified form or is not to be included in the personnel to be file at all. If the letter is placed in the personnel file the employee may have his/her response attached and placed in the file.

26.4 Suspension Without Pay:

26.4.1 Procedure: Suspension without pay, not to exceed twenty (20) days shall constitute the second formal level of discipline. The Assistant Superintendent of Human Resources must append to the notice of intent to suspend any prior written warnings and reprimands which are to be relied upon in justifying the suspension without pay and shall include (1) the specific charges against the employee which shall include times, dates, and location of chargeable actions or omissions, (2) the penalty proposed, and (3) a statement of the employee's right to appeal and the procedure to appeal the charges or the proposed penalty. A copy of any notice of discipline shall be delivered to CSEA within twenty-four (24) hours after service on the employee.

26.4.2 Appeal Process for Suspension Without Pay: After receipt of the notice of intent to suspend without pay, the employee will have the opportunity to request a hearing before the Superintendent/Designee within seven (7) days of the receipt of the notice of intent to suspend without pay. The receipt of any notice or request shall be deemed completed when delivered in person to the employee to whom it is directed, or when it is deposited in the United States certified mail, postage prepaid and addressed to the last address the employee has given the Human Resources office. The decision of the Superintendent/Designee will be rendered within ten (10) days of his/her hearing with the employee. If the Superintendent/Designee determines that the suspension should be imposed, the employee will be notified of the dates that the suspension will be in force. The discipline notice shall be delivered to CSEA within twenty-four (24) hours after service on the employee. The employee may request a hearing before the Board within seven (7)

days of the receipt of the Superintendent's/Designee's decision. The Board will conduct a hearing on the case and render its decision within fifteen (15) days of the hearing. The decision of the Board will be final and binding.

26.5 Dismissal:

26.5.1 Procedure: Intent to dismiss from District employment will constitute the third formal level of discipline. The Superintendent/Director of Personnel must append to the notice of intent to dismiss any prior written warnings, reprimands, and suspensions which are to be relied upon in justifying the dismissal from employment and shall include (1) the specific charges against the employee which shall include times, dates, and location of chargeable actions or omissions, (2) the penalty proposed, and (3) a statement of the employee's right to appeal and the procedure to appeal the charges or the proposed penalty. A copy of any notice of discipline shall be delivered to CSEA within twenty-four (24) hours after service on the employee.

26.5.2 Appeal Process for Dismissal: After receipt of the notice of intent to dismiss, the employee will have the opportunity to request a hearing before the Superintendent within five (5) days of the receipt of the notice of intent to dismiss. The decision of the Superintendent will be rendered within ten (10) days of the hearing. If the Superintendent's decision is to recommend dismissal to the Board, the employee may request a hearing before the Board or before a Hearing Officer from the California Office of Administrative Hearings within five (5) days of the receipt of the Superintendent's decision.

Any decision rendered by an officer from the California Office of Administrative Hearings shall be presented to the Board, but shall be advisory only.

Any decision rendered by the Board on a hearing by an officer from the California Office of Administrative Hearings, or decision as a result of a direct hearing by the Board with the employee shall be final and binding.

26.5.3 Nothing in the above provisions will be construed to limit the rights of the District as prescribed in the California Education Code to take action against a unit member in situations

involving a clear and present danger to the lives, property, welfare, safety or health of students and fellow employees or to District property.

26.6 General Provisions:

26.6.1 Any disciplinary appeal may be settled at any time following the service of a notice of discipline.

26.6.2 Employees shall be offered the opportunity to have a representative of his/her choice at any disciplinary meeting or conference.

ARTICLE 27

LAYOFF AND REEMPLOYMENT

27.1 Layoff Procedure

27.1.1 Unit members shall be subject to layoff for lack of work or lack of funds. The layoff within a classification shall be based on seniority within that class and any lateral or lower class in which the employee has seniority. An employee with the least seniority within the classification shall be laid off first. (see below)

27.1.2 Unit members to be laid off for lack of funds or lack of work may be given written notice of layoff at any time during the school year. Such written notice shall be given to the unit member and a copy sent to C.S.E.A. at least sixty (60) calendar days prior to the effective date of the layoff. Such notice shall be deemed complete when the unit member is personally served or, if unable to personally serve, the notice will be considered served when deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed to the unit member at the unit member's last known address on file with the District.

27.1.3 Seniority Roster: The District shall maintain an annually updated seniority roster indicating employees' class seniority. The seniority roster shall be available to C.S.E.A. upon request. Effective July 1, 1993, seniority for those hired on or after July 1, 1993, will be based on the date of hire. The current seniority list (as of June 30, 1993) will freeze for those who are on the list.

27.1.4 Equal Seniority: If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority or, if that be equal, the greater hire date seniority, and if that be equal, then the determination shall be by lot.

27.1.5 Displacement Rights: An employee laid off from his/her present class shall be entitled to displace the least senior employee, with the same or more number of hours as the laid-off employee. If no position held by an employee with less seniority exists with the same or more

number of hours, then the laid-off employee shall be entitled to displace the least senior employee in their same class, with lesser hours (but as close to equal as possible). Alternatively, the laid-off employee may elect to be placed in a vacancy in their current class. If the laid-off employee is the least senior employee in their current class and no vacancy exists, they may elect to displace the least senior employee, in any previous class in which the laid-off employee has seniority. Alternatively, the laid-off employee may elect to be laid-off and shall maintain reemployment rights.

27.2 Reemployment Rights:

27.2.1 A unit member who has been laid off shall be placed on a reemployment list. Unit members shall remain on the reemployment list for a period of thirty-nine (39) months.

27.2.2 Laid off unit members shall be reemployed in the highest job classification in which they have seniority.

27.2.3 Unit members who are subject to layoff will be restored hours equal to the laid off hours according to seniority and available open positions. The unit member with the highest seniority will be placed in open positions with the amount of hours equal to or closest to the unit member's laid off hours.

27.2.4 Voluntary Demotion or Reduction in Hours: An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff or to remain in his or her present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months, provided that the same tests of fitness under which the employee qualified for appointment to the class still apply.

An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in his or her former class or to a position with increased assigned time as vacancies become available, in order of seniority.

27.3 Notification of reemployment: Any employee who is laid off or who takes voluntary demotion and is subsequently eligible for reemployment shall be informed by the District of an opening. After the offer is made, the employee shall, within forty-eight (48) hours, notify the District of his/her acceptance or refusal of reemployment. If the employee accepts, the employee will be required to report for duty within the following time periods after notification to the District: two (2) working days for paraprofessionals and seven (7) working days for other unit members. Failure to respond will constitute a refusal. After employee's refusal of two (2) callbacks, the district is no longer obligated to offer a position. The employee shall be responsible for notifying the District of his/her interest in a position.

27.3.1 Application and reemployment in other positions: An employee who has been laid off shall have the right to apply for positions in classifications in which s/he has not previously served. During the reemployment period, the employee shall be given preferential consideration if s/he meets the qualifications of the position

27.3.1.2 A unit member reemployed into a position in which s/he has not previously served shall serve a 6 month probationary period. If the unit member fails to complete the probationary period in the new position, he or she shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment.

27.4 Retirement in Lieu of Layoff:

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

27.5 Other effects of layoff: The District agrees to negotiate, upon request by C.S.E.A., the effects of any layoffs which are not covered by the above provisions.

ARTICLE 28

CONTRACTING AND BARGAINING UNIT WORK

28.1 The District agrees that it will not contract out work that has been customarily performed by bargaining unit positions, unless negotiated with C.S.E.A. The District further agrees to assign work to bargaining unit members, unless contracting is specifically required by the Education Code or is necessitated by emergency, or if sufficient time is not available to the current employees to accomplish specific tasks of a limited duration within the normal work/overtime basis.

ARTICLE 29

PROFESSIONAL GROWTH

29.1 Introduction: The Professional Growth Program for classified employees is designed to promote activities which would assist the classified employee in acquiring the knowledge and skills needed to do his/her job well; to have an opportunity to reach the maximum level of his/her professional potential; to promote safe working practices and procedures; to provide the employee with opportunities to learn better and more efficient ways to do the job; to provide an advancement to new positions; to encourage the employee to improve his/her relations with students, other employees, and the public; and to provide the employee with an awareness of the importance of increased efficiency needed to fulfill his/her role in the San Mateo-Foster City School District. This program is voluntary.

29.2 Definition of Program: It is an organized program designed to give the classified employee incentive to improve skills, to encourage employees to contribute more to the educational program of the schools and to improve work performance.

29.3 Definition of Professional Growth: It is the continuous, purposeful encouragement in study and related activities by classified employees to retain and extend high standards of job performance.

29.4 Professional Growth Authorization: A CSEA Designee shall be appointed by the Chapter President.

29.4.1 Duties and Functions: The duties of the Chapter designee shall be as follows:

29.4.1.1 To review and recommend approval or disapproval of employee application for credit.

29.4.1.2 To make recommendations to the Assistant Superintendent for Human Resources regarding the granting of professional growth credits to eligible employees.

29.4.1.3 To review upon request of the employee an application which has been denied.

29.5 Methods by Which Stipends May be Obtained: The following represents the methods by which professional growth credit may be obtained:

29.5.1 College Courses: Criteria for courses: 1) the subject matter of the course should relate directly to the position currently occupied by the unit member, or 2) the subject matter of the course should meet the requirements of the position for which the unit member is training, or 3) the course is required for a degree program appropriate to service in public education, or 4) the course shall enhance the employees' personal development. All unit members taking courses must obtain a grade of "C" or better. College work must be verified by an official transcript or official grade card verifying grade, unit or hours, and completion date. Points will not be given to a unit member who is on leave from the District to become a full-time student. Each approved college semester unit will be equal to one (1) professional growth point. Each approved college quarter unit will be equal to two-thirds (2/3) of a growth point. Ten (10) points must be accrued in order to earn a stipend.

29.5.2 Institutes, Conferences, Workshops, Lectures, Seminars: Successful completion of approved workshop/seminar, etc. will earn credit only if they occur outside of working hours. For every sixteen (16) hours in an approved workshop/seminar, etc. the employee shall be credited one (1) point. Verification of completion must be submitted.

29.5.3 Adult Evening, Trade School, and High School Course Credit: All unit members taking courses must obtain a grade of "C" or better. Course work must be verified by an official grade card verifying grade, unit or hours, and completion date. Sixteen (16) weeks, one hour a week - a total of 16 hours equals one point, [total of forty-eight (48) hours per semester equals three (3) points.]

29.6 Professional Growth Stipends:

29.6.1 A bargaining unit member who successfully earns ten (5) professional growth points shall be awarded a stipend of \$ 275.00. Professional Growth points must have been earned after a unit member's initial employment with the District. There shall be no limitation on

the frequency of professional growth stipends a unit member may receive in any one year. No unit member may receive more than six (15) stipends during his/her period of employment.

29.6.2 Credit shall not be given for seminars/workshops, etc. required or paid for by District. Credit shall not be given for seminar/workshops taken on District time.

29.6.3 The District Human Resources Office shall maintain all records of professional growth points in the personnel file of each employee and will be made available to the employee for review upon request. Applications for participation in the program can be obtained in the Human Resources Office.

29.6.4 A unit member desiring to participate in the Professional Growth Program must submit his/her form for credit prior to the start of class, seminar, workshop, etc., in order to guarantee credit. Credit will be granted once a year for courses submitted prior to November 1 of each work year. Courses submitted and approved after November 1 will be credited to the following work year.

Applications which have been evaluated shall be returned to the employee with a notation of action. Any challenge to the action may be resubmitted.

ARTICLE 30

TERM OF AGREEMENT

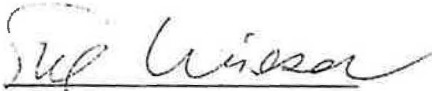
30.1 This Agreement shall remain in full force and effect up to and including July 01, 2021 through June 30, 2024, and thereafter shall continue in effect year-by-year unless amendment is requested in writing in accordance with Article 13, (Negotiations).

30.2 There shall be no reopeners for 2021-2022. For 2022-2023, 2023-2024 either party may reopen Articles 21 (Pay and Allowances), and/or 23 (Health and Welfare Benefits).

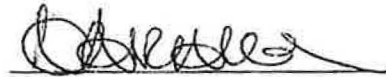
In Witness Whereof, the Association has caused this Agreement to be signed by its representatives, and the Board has caused this Agreement to be signed by its President, attested by its Clerk.

Date: August 26, 2021

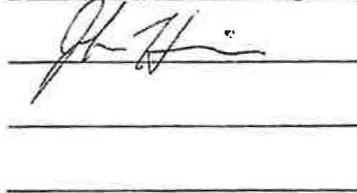
Representing the San Mateo-
Foster City School District



Representing the California School
Employees' Association, Chapter 411



Mark Westerberg, LRR



**San Mateo-Foster City School district
Classified Employees Job Classification**

APPENDIX A

JOB TITLE	HRS/DAY	RANGE
Accompanist	8	39
Accountant	7.5	58
Accounting Specialist	7.5	50
Accounting Specialist - Food Service	7.5	50
Administrative Asst - Bilingual School	7.5	50
Administrative Asst - ESC	7.5	50
Administrative Asst - School	7.5	50
Administrative Asst II - ESC	7.5	52
Automotive Services Technician	8	58
Bayside Theater and Facilities Worker	8	46
Behavior Technician	8	53-55
Board Certified Behavior Analyst (BCBA)	8	77
Building Services Foreman	8	58
Building Trades Specialist	8	56
Building Trades Technician	8	58-60
Building Trades Worker	8	52
Buyer	8	62
Community Services Assistant	8	47
Community Services Specialist	8	62
Construction Facilities Planner Technician	8	58
Cook	8	39
Curriculum & Instructional Assistant	8	44
Curriculum & Instructional Assistant/IMC Aide	8	44
Custodian - Night	8	46
Data Analyst	7.5	52
Data Systems Analyst (formerly Stu Info Sys Spec)	8	66
Delivery Driver	8	46
Desktop Publishing Specialist	7.5	46
Early Learning Center Coach	8	61
Early Learning Center Technician	8	61
Electrician	8	70
Facilities Planning Technician	8	56
Financial Facilities Analyst	8	60
Food Production Manager	8	51
Food Production Supervisor	8	45
Food Service Assistant (<i>formerly Housekeeper</i>)	8	35
Food Service Assistant (<i>Middle School</i>)	8	37
Grounds Foreman	8	54
Grounds Technician	8	48
Groundskeeper (<i>after 1 yr., moves to Senior Groundskeeper, range 47</i>)	8	46
IMC Aide	8	37
IMC Aide / Delivery Driver	8	40
Information Technology Analyst	8	72
Information Technology Tech (former IMS Tech I-II)	8	58
Kids and Families 1st Facilitator	8	67
Kids and Families 1st Pre K Team Coach	8	61
Lead Painter	8	52
Lead Senior Food Service Assistant	8	39
Learning Together Parent Educator	8	45
Library/Instructional Media Technician	7.5	50
Licensed Vocational Nurse	8	61
Magnet Marketing Enrollment Specialist	7.5	70
Maintenance & Operations Foreman	8	62
Materials Processing Clerk	7.5	42
Montessori Permit Teacher-Preschool	8	57-58

**San Mateo-Foster City School district
Classified Employees Job Classification**

APPENDIX A

Network Administrator	8	80
Network Manager	8	70
Network Software Technician	8	62
Nutrition Operations Technician	7.5	51
Nutrition Services Supervisor	8	56
Office Aide	8	35
Office Assistant	7.5	42
Painter Foreman	8	54
Painter Trainee	8	45
Painter	8	50
Para-educator I	8	37
Para-educator I - Bilingual	8	37
Para-educator I - Exceptional Children	8	39
Para-educator I - Extended Day	8	37
Para-educator I - Library Media Assistant	8	40
Para-educator I - MS Library	8	37
Paraeducator I - Preschool	8	35
Para-educator I - Student Supervision Aide	8	35
Para-educator I - Teacher/Extended Day	8	43-46
Para-educator II	8	41
Para-educator II - Bilingual	8	41
Para-educator II - Computer	8	39
Para-educator II - Exceptional Children	8	41
Para-educator II - Lead Teacher/Annex	8	43-46
Para-educator II - PE	8	41
Payroll Technician	7.5	52
Personnel Assistant	7.5	50
Personnel Assistant II	7.5	52
Personnel Specialist	7.5	54
Personnel Technician	7.5	54
Pre-K Aide (Substitute Position Only)	8	33
Preschool Teacher - Per MOU	8	50
Program Secretary	7.5	46
Publication Shop Operator	7.5	51
Receptionist/Office Assistant	8	42
Registered Behavior Technician	8	55
Relational Database Technician	8	80
Reprographic Equipment Operator	7.5	48
School Community Worker	8	42
School Office Assistant (Elementary)	8	40
School Office Assistant-Bilingual	8	40
School Office Specialist	7.5	46
School Operations Team Leader	8	48
Site Kitchen Operator-Elementary School	8	39
Snack Bar Operator	8	40
Speech & Language Pathologist Assistant	8	61
Sr. Accountant	7.5	67
Sr. Food Service Assistant	8	37
Sr. Groundskeeper	8	47
Storekeeper	8	51
System Administrator	8	79
Technical Assistant/Webmaster	8	52
Theater Manager	8	72
Trades Team Leader	8	58
Translator/Interpreter	7.5	50
Translator/Simultaneous Interpreter	7.5	54
Utility Worker	8	48

	A	B	C	D	E	F	F2	F3	F4	L	L2	M	M2	M3	M4	M5	X	X2	Y	Y2	Y3	Z
33	16.50	17.32	18.19	19.10	20.05	21.06	21.06	21.06	21.06	22.11	22.11	22.66	22.66	22.66	22.66	22.66	23.57	23.57	23.85	23.85	23.85	24.50
34	16.90	17.74	18.63	19.56	20.54	21.57	21.57	21.57	21.57	22.64	22.64	23.21	23.21	23.21	23.21	23.21	24.14	24.14	24.43	24.43	24.43	25.09
35	17.32	18.19	19.10	20.05	21.06	22.11	22.11	22.11	22.11	23.21	23.21	23.79	23.79	23.79	23.79	23.79	24.75	24.75	25.04	25.04	25.04	25.72
36	17.72	18.61	19.54	20.52	21.54	22.62	22.62	22.62	22.62	23.75	23.75	24.34	24.34	24.34	24.34	24.34	25.32	25.32	25.62	25.62	25.62	26.31
37	18.18	19.09	20.05	21.05	22.10	23.21	23.21	23.21	23.21	24.37	24.37	24.97	24.97	24.97	24.97	24.97	25.97	25.97	26.29	26.29	26.29	27.00
38	18.64	19.57	20.55	21.58	22.66	23.79	23.79	23.79	23.79	24.98	24.98	25.61	25.61	25.61	25.61	25.61	26.63	26.63	26.95	26.95	26.95	27.68
39	19.05	20.01	21.01	22.06	23.16	24.32	24.32	24.32	24.32	25.53	25.53	26.17	26.17	26.17	26.17	26.17	27.22	27.22	27.55	27.55	27.55	28.29
40	19.58	20.55	21.58	22.66	23.79	24.98	24.98	24.98	24.98	26.23	26.23	26.89	26.89	26.89	26.89	26.89	27.96	27.96	28.30	28.30	28.30	29.06
41	20.06	21.06	22.12	23.22	24.38	25.60	25.60	25.60	25.60	26.88	26.88	27.55	27.55	27.55	27.55	27.55	28.66	28.66	29.00	29.00	29.00	29.78
42	20.53	21.56	22.64	23.77	24.96	26.20	26.20	26.20	26.20	27.51	27.51	28.20	28.20	28.20	28.20	28.20	29.33	29.33	29.68	29.68	29.68	30.48
43	21.10	22.16	23.26	24.43	25.65	26.93	26.93	26.93	26.93	28.28	28.28	28.98	28.98	28.98	28.98	28.98	30.14	30.14	30.51	30.51	30.51	31.33
44	21.57	22.65	23.79	24.97	26.22	27.53	27.53	27.53	27.53	28.91	28.91	29.63	29.63	29.63	29.63	29.63	30.82	30.82	31.19	31.19	31.19	32.03
45	22.14	23.25	24.41	25.63	26.92	28.26	28.26	28.26	28.26	29.67	29.67	30.42	30.42	30.42	30.42	30.42	31.63	31.63	32.01	32.01	32.01	32.88
46	22.65	23.78	24.97	26.22	27.53	28.91	28.91	28.91	28.91	30.36	30.36	31.11	31.11	31.11	31.11	31.11	32.36	32.36	32.75	32.75	32.75	33.63
47	23.26	24.42	25.64	26.92	28.27	29.68	29.68	29.68	29.68	31.17	31.17	31.95	31.95	31.95	31.95	31.95	33.22	33.22	33.62	33.62	33.62	34.53
48	23.83	25.02	26.27	27.58	28.96	30.41	30.41	30.41	30.41	31.93	31.93	32.73	32.73	32.73	32.73	32.73	34.04	34.04	34.45	34.45	34.45	35.38
49	24.42	25.64	26.92	28.27	29.68	31.17	31.17	31.17	31.17	32.73	32.73	33.54	33.54	33.54	33.54	33.54	34.89	34.89	35.30	35.30	35.30	36.26
50	25.00	26.25	27.56	28.94	30.39	31.91	31.91	31.91	31.91	33.50	33.50	34.34	34.34	34.34	34.34	34.34	35.72	35.72	36.14	36.14	36.14	37.12
51	25.67	26.95	28.30	29.71	31.20	32.76	32.76	32.76	32.76	34.40	34.40	35.26	35.26	35.26	35.26	35.26	36.67	36.67	37.11	37.11	37.11	38.11
52	26.32	27.64	29.02	30.47	31.99	33.59	33.59	33.59	33.59	35.27	35.27	36.16	36.16	36.16	36.16	36.16	37.60	37.60	38.05	38.05	38.05	39.08
53	27.00	28.35	29.77	31.26	32.82	34.46	34.46	34.46	34.46	36.18	36.18	37.09	37.09	37.09	37.09	37.09	38.57	38.57	39.03	39.03	39.03	40.09
54	27.67	29.05	30.50	32.03	33.63	35.31	35.31	35.31	35.31	37.08	37.08	38.00	38.00	38.00	38.00	38.00	39.52	39.52	40.00	40.00	40.00	41.08
55	28.35	29.76	31.25	32.81	34.45	36.18	36.18	36.18	36.18	37.99	37.99	38.93	38.93	38.93	38.93	38.93	40.49	40.49	40.98	40.98	40.98	42.08
56	29.10	30.55	32.08	33.68	35.37	37.13	37.13	37.13	37.13	38.99	38.99	39.97	39.97	39.97	39.97	39.97	41.57	41.57	42.06	42.06	42.06	43.20
57	29.82	31.31	32.88	34.52	36.25	38.06	38.06	38.06	38.06	39.97	39.97	40.96	40.96	40.96	40.96	40.96	42.60	42.60	43.11	43.11	43.11	44.28
58	30.57	32.10	33.71	35.39	37.16	39.02	39.02	39.02	39.02	40.97	40.97	42.00	42.00	42.00	42.00	42.00	43.68	43.68	44.20	44.20	44.20	45.39
59	31.31	32.88	34.52	36.25	38.06	39.96	39.96	39.96	39.96	41.96	41.96	43.01	43.01	43.01	43.01	43.01	44.73	44.73	45.27	45.27	45.27	46.49
60	32.15	33.76	35.44	37.22	39.08	41.03	41.03	41.03	41.03	43.08	43.08	44.16	44.16	44.16	44.16	44.16	45.93	45.93	46.48	46.48	46.48	47.73
61	32.91	34.56	36.29	38.10	40.00	42.00	42.00	42.00	42.00	44.10	44.10	45.21	45.21	45.21	45.21	45.21	47.02	47.02	47.58	47.58	47.58	48.86
62	33.74	35.42	37.19	39.05	41.01	43.06	43.06	43.06	43.06	45.21	45.21	46.34	46.34	46.34	46.34	46.34	48.19	48.19	48.77	48.77	48.77	50.09
63	34.57	36.30	38.11	40.02	42.02	44.12	44.12	44.12	44.12	46.33	46.33	47.49	47.49	47.49	47.49	47.49	49.39	49.39	49.98	49.98	49.98	51.33
64	35.43	37.20	39.06	41.02	43.07	45.22	45.22	45.22	45.22	47.48	47.48	48.67	48.67	48.67	48.67	48.67	50.62	50.62	51.22	51.22	51.22	52.61
65	36.33	38.14	40.05	42.05	44.16	46.36	46.36	46.36	46.36	48.68	48.68	49.90	49.90	49.90	49.90	49.90	51.90	51.90	52.52	52.52	52.52	53.94
66	37.25	39.11	41.07	43.12	45.28	47.54	47.54	47.54	47.54	49.92	49.92	51.16	51.16	51.16	51.16	51.16	53.21	53.21	53.85	53.85	53.85	55.30
67	38.18	40.09	42.09	44.20	46.41	48.73	48.73	48.73	48.73	51.17	51.17	52.45	52.45	52.45	52.45	52.45	54.54	54.54	55.20	55.20	55.20	56.69
68	39.14	41.09	43.15	45.31	47.57	49.95	49.95	49.95	49.95	52.45	52.45	53.76	53.76	53.76	53.76	53.76	55.91	55.91	56.58	56.58	56.58	58.11
69	40.11	42.11	44.22	46.43	48.75	51.19	51.19	51.19	51.19	53.75	53.75	55.09	55.09	55.09	55.09	55.09	57.29	57.29	57.98	57.98	57.98	59.55
70	41.11	43.17	45.33	47.59	49.97	52.47	52.47	52.47	52.47	55.09	55.09	56.47	56.47	56.47	56.47	56.47	58.73	58.73	59.44	59.44	59.44	61.04
71	42.14	44.25	46.46	48.78	51.22	53.79	53.79	53.79	53.79	56.47	56.47	57.89	57.89	57.89	57.89	57.89	60.20	60.20	60.92	60.92	60.92	62.57
72	43.20	45.36	47.62	50.00	52.50	55.13	55.13	55.13	55.13	57.89	57.89	59.33	59.33	59.33	59.33	59.33	61.71	61.71	62.45	62.45	62.45	64.13
73	44.25	46.46	48.79	51.22	53.79	56.48	56.48	56.48	56.48	59.30	59.30	60.78	60.78	60.78	60.78	60.78	63.21	63.21	63.97	63.97	63.97	65.70
74	45.36	47.63	50.01	52.51	55.14	57.90	57.90	57.90	57.90	60.79	60.79	62.31	62.31	62.31	62.31	62.31	64.80	64.80	65.58	65.58	65.58	67.35
75	46.53	48.85	51.30	53.86	56.55	59.38	59.38	59.38	59.38	62.35	62.35	63.91	63.91	63.91	63.91	63.91	66.47	66.47	67.26	67.26	67.26	69.08
76	47.65	50.04	52.54	55.17	57.92	60.82	60.82	60.82	60.82	63.86	63.86	65.46	65.46	65.46	65.46	65.46	68.08	68.08	68.89	68.89	68.89	70.75
77	48.87	51.31	53.87	56.57	59.40	62.37	62.37	62.37	62.37	65.48	65.48	67.12	67.12	67.12	67.12	67.12	69.81	69.81	70.64	70.64	70.64	72.55
78	50.08	52.58	55.21	57.97	60.87	63.91	63.91	63.91	63.91	67.11	67.11	68.78	68.78	68.78	68.78	68.78	71.54	71.54	72.39	72.39	72.39	74.35
79	51.32	53.89	56.58	59.41	62.38	65.50	65.50	65.50	65.50	68.78	68.78	70.50	70.50	70.50	70.50	70.50	73.32	73.32	74.20	74.20	74.20	76.20
80	52.60	55.23	57.99	60.89	63.93	67.13	67.13	67.13	67.13	70.48	70.48	72.25	72.25	72.25	72.25	72.25	75.14	75.14	76.04	76.04	76.04	78.09
81	53.94	56.64	59.47	62.44	65.56	68.84	68.84	68.84	68.84	72.29	72.29	74.09	74.09	74.09	74.09	74.09	77.06	77.06	77.98	77.98	77.98	80.09
82	55.29	58.05	60.95	64.00	67.20	70.56	70.56	70.56	70.56	74.09	74.09	75.94	75.94	75.94	75.94	75.94	78.98	78.98	79.92	79.92	79.92	82.08

	A	B	C	D	E	F	F2	F3	F4	L	L2	M	M2	M3	M4	M5	X	X2	Y	Y2	Y3	Z
33	17.59	18.47	19.39	20.36	21.38	22.45	22.45	22.45	22.45	23.57	23.57	24.16	24.16	24.16	24.16	24.16	25.13	25.13	25.43	25.43	25.43	26.11
34	17.98	18.87	19.82	20.81	21.85	22.94	22.94	22.94	22.94	24.09	24.09	24.69	24.69	24.69	24.69	24.69	25.68	25.68	25.99	25.99	25.99	26.69
35	18.48	19.41	20.38	21.40	22.47	23.59	23.59	23.59	23.59	24.77	24.77	25.39	25.39	25.39	25.39	25.39	26.41	26.41	26.72	26.72	26.72	27.44
36	18.91	19.85	20.85	21.89	22.98	24.13	24.13	24.13	24.13	25.34	25.34	25.97	25.97	25.97	25.97	25.97	27.01	27.01	27.34	27.34	27.34	28.07
37	19.43	20.40	21.42	22.49	23.62	24.80	24.80	24.80	24.80	26.04	26.04	26.69	26.69	26.69	26.69	26.69	27.76	27.76	28.09	28.09	28.09	28.85
38	19.90	20.90	21.94	23.04	24.19	25.40	25.40	25.40	25.40	26.67	26.67	27.34	27.34	27.34	27.34	27.34	28.43	28.43	28.77	28.77	28.77	29.55
39	20.36	21.38	22.45	23.57	24.75	25.99	25.99	25.99	25.99	27.29	27.29	27.97	27.97	27.97	27.97	27.97	29.09	29.09	29.44	29.44	29.44	30.23
40	20.90	21.94	23.04	24.19	25.40	26.67	26.67	26.67	26.67	28.00	28.00	28.70	28.70	28.70	28.70	28.70	29.85	29.85	30.21	30.21	30.21	31.02
41	21.40	22.47	23.60	24.78	26.02	27.32	27.32	27.32	27.32	28.68	28.68	29.40	29.40	29.40	29.40	29.40	30.58	30.58	30.94	30.94	30.94	31.78
42	21.90	23.00	24.15	25.35	26.62	27.95	27.95	27.95	27.95	29.35	29.35	30.08	30.08	30.08	30.08	30.08	31.29	31.29	31.66	31.66	31.66	32.52
43	22.49	23.62	24.80	26.04	27.34	28.71	28.71	28.71	28.71	30.14	30.14	30.90	30.90	30.90	30.90	30.90	32.13	32.13	32.52	32.52	32.52	33.40
44	23.03	24.18	25.39	26.66	27.99	29.39	29.39	29.39	29.39	30.86	30.86	31.63	31.63	31.63	31.63	31.63	32.90	32.90	33.29	33.29	33.29	34.19
45	23.60	24.78	26.02	27.32	28.68	30.12	30.12	30.12	30.12	31.62	31.62	32.41	32.41	32.41	32.41	32.41	33.71	33.71	34.11	34.11	34.11	35.03
46	24.15	25.36	26.63	27.96	29.36	30.83	30.83	30.83	30.83	32.37	32.37	33.18	33.18	33.18	33.18	33.18	34.50	34.50	34.92	34.92	34.92	35.86
47	24.81	26.05	27.35	28.72	30.15	31.66	31.66	31.66	31.66	33.25	33.25	34.08	34.08	34.08	34.08	34.08	35.44	35.44	35.86	35.86	35.86	36.83
48	25.43	26.70	28.03	29.43	30.91	32.45	32.45	32.45	32.45	34.07	34.07	34.92	34.92	34.92	34.92	34.92	36.32	36.32	36.76	36.76	36.76	37.75
49	26.07	27.37	28.74	30.18	31.69	33.27	33.27	33.27	33.27	34.93	34.93	35.81	35.81	35.81	35.81	35.81	37.24	37.24	37.69	37.69	37.69	38.70
50	26.70	28.03	29.43	30.91	32.45	34.07	34.07	34.07	34.07	35.78	35.78	36.67	36.67	36.67	36.67	36.67	38.14	38.14	38.60	38.60	38.60	39.64
51	27.40	28.77	30.21	31.72	33.31	34.97	34.97	34.97	34.97	36.72	36.72	37.64	37.64	37.64	37.64	37.64	39.14	39.14	39.61	39.61	39.61	40.68
52	28.07	29.47	30.94	32.49	34.11	35.82	35.82	35.82	35.82	37.61	37.61	38.55	38.55	38.55	38.55	38.55	40.09	40.09	40.58	40.58	40.58	41.67
53	28.76	30.19	31.70	33.29	34.95	36.70	36.70	36.70	36.70	38.54	38.54	39.50	39.50	39.50	39.50	39.50	41.08	41.08	41.57	41.57	41.57	42.70
54	29.50	30.97	32.52	34.15	35.85	37.65	37.65	37.65	37.65	39.53	39.53	40.52	40.52	40.52	40.52	40.52	42.14	42.14	42.64	42.64	42.64	43.79
55	30.25	31.76	33.35	35.01	36.77	38.60	38.60	38.60	38.60	40.53	40.53	41.55	41.55	41.55	41.55	41.55	43.21	43.21	43.73	43.73	43.73	44.91
56	31.02	32.57	34.20	35.91	37.71	39.59	39.59	39.59	39.59	41.57	41.57	42.61	42.61	42.61	42.61	42.61	44.32	44.32	44.85	44.85	44.85	46.06
57	31.80	33.39	35.06	36.81	38.65	40.58	40.58	40.58	40.58	42.61	42.61	43.68	43.68	43.68	43.68	43.68	45.42	45.42	45.97	45.97	45.97	47.21
58	32.60	34.23	35.94	37.73	39.62	41.60	41.60	41.60	41.60	43.68	43.68	44.77	44.77	44.77	44.77	44.77	46.57	46.57	47.12	47.12	47.12	48.40
59	33.43	35.10	36.86	38.70	40.64	42.67	42.67	42.67	42.67	44.80	44.80	45.92	45.92	45.92	45.92	45.92	47.76	47.76	48.33	48.33	48.33	49.64
60	34.29	36.01	37.81	39.70	41.68	43.77	43.77	43.77	43.77	45.96	45.96	47.10	47.10	47.10	47.10	47.10	48.99	48.99	49.58	49.58	49.58	50.92
61	35.10	36.86	38.70	40.64	42.67	44.80	44.80	44.80	44.80	47.04	47.04	48.22	48.22	48.22	48.22	48.22	50.15	50.15	50.75	50.75	50.75	52.12
62	35.98	37.78	39.66	41.65	43.73	45.92	45.92	45.92	45.92	48.21	48.21	49.42	49.42	49.42	49.42	49.42	51.39	51.39	52.01	52.01	52.01	53.41
63	36.87	38.72	40.65	42.68	44.82	47.06	47.06	47.06	47.06	49.41	49.41	50.65	50.65	50.65	50.65	50.65	52.67	52.67	53.31	53.31	53.31	54.75
64	37.82	39.71	41.69	43.78	45.97	48.27	48.27	48.27	48.27	50.68	50.68	51.95	51.95	51.95	51.95	51.95	54.02	54.02	54.67	54.67	54.67	56.15
65	38.75	40.69	42.72	44.86	47.10	49.46	49.46	49.46	49.46	51.93	51.93	53.23	53.23	53.23	53.23	53.23	55.36	55.36	56.02	56.02	56.02	57.53
66	39.72	41.71	43.79	45.98	48.28	50.69	50.69	50.69	50.69	53.23	53.23	54.56	54.56	54.56	54.56	54.56	56.74	56.74	57.42	57.42	57.42	58.97
67	40.72	42.76	44.90	47.14	49.50	51.98	51.98	51.98	51.98	54.58	54.58	55.94	55.94	55.94	55.94	55.94	58.18	58.18	58.88	58.88	58.88	60.46
68	41.73	43.82	46.01	48.31	50.72	53.26	53.26	53.26	53.26	55.92	55.92	57.32	57.32	57.32	57.32	57.32	59.61	59.61	60.33	60.33	60.33	61.96
69	42.77	44.91	47.16	49.51	51.99	54.59	54.59	54.59	54.59	57.32	57.32	58.75	58.75	58.75	58.75	58.75	61.10	61.10	61.83	61.83	61.83	63.50
70	43.86	46.06	48.36	50.78	53.31	55.98	55.98	55.98	55.98	58.78	58.78	60.25	60.25	60.25	60.25	60.25	62.66	62.66	63.41	63.41	63.41	65.12
71	44.94	47.19	49.55	52.02	54.63	57.36	57.36	57.36	57.36	60.22	60.22	61.73	61.73	61.73	61.73	61.73	64.20	64.20	64.97	64.97	64.97	66.72
72	46.07	48.37	50.79	53.33	55.99	58.79	58.79	58.79	58.79	61.73	61.73	63.28	63.28	63.28	63.28	63.28	65.81	65.81	66.60	66.60	66.60	68.40
73	47.22	49.58	52.06	54.66	57.39	60.26	60.26	60.26	60.26	63.28	63.28	64.86	64.86	64.86	64.86	64.86	67.45	67.45	68.26	68.26	68.26	70.10
74	48.38	50.80	53.34	56.01	58.81	61.75	61.75	61.75	61.75	64.83	64.83	66.46	66.46	66.46	66.46	66.46	69.11	69.11	69.94	69.94	69.94	71.83
75	49.60	52.08	54.69	57.42	60.29	63.31	63.31	63.31	63.31	66.47	66.47	68.14	68.14	68.14	68.14	68.14	70.86	70.86	71.71	71.71	71.71	73.65
76	50.84	53.38	56.05	58.85	61.80	64.89	64.89	64.89	64.89	68.13	68.13	69.83	69.83	69.83	69.83	69.83	72.63	72.63	73.50	73.50	73.50	75.48
77	52.10	54.70	57.44	60.31	63.33	66.49	66.49	66.49	66.49	69.82	69.82	71.56	71.56	71.56	71.56	71.56	74.43	74.43	75.32	75.32	75.32	77.35
78	53.41	56.08	58.88	61.83	64.92	68.16	68.16	68.16	68.16	71.57	71.57	73.36	73.36	73.36	73.36	73.36	76.29	76.29	77.21	77.21	77.21	79.30
79	54.74	57.48	60.35	63.37	66.54	69.86	69.86	69.86	69.86	73.36	73.36	75.19	75.19	75.19	75.19	75.19	78.20	78.20	79.14	79.14	79.14	81.27
80	56.11	58.91	61.86	64.95	68.20	71.61	71.61	71.61	71.61	75.19	75.19	77.07	77.07	77.07	77.07	77.07	80.15	80.15	81.12	81.12	81.12	83.31
81	57.51	60.39	63.41	66.58	69.91	73.40	73.40	73.40	73.40	77.07	77.07	79.00	79.00	79.00	79.00	79.00	82.16	82.16	83.15	83.15	83.15	85.39
82	58.96	61.90	65.00	68.25	71.66	75.24	75.24	75.24	75.24	79.01	79.01	80.98	80.98	80.98	80.98	80.98	84.22	84.22	85.23	85.23	85.23	87.53

	43 12-59 units/PP required & Per MOU	44 AA Degree/Permit Required & Per MOU	46 90 units/Permit Required & Per MOU
A	23.08	23.62	24.08
B	24.24	24.80	25.28
C	25.45	26.04	26.55
D	26.72	27.34	27.88
E	27.79	28.44	28.99
F	28.97	29.65	30.22
F2	28.97	29.65	30.22
F3	28.97	29.65	30.22
F4	28.97	29.65	30.22
L	30.42	31.13	31.73
L2	30.42	31.13	31.73
M	31.34	32.06	32.69
M2	31.34	32.06	32.69
M3	31.34	32.06	32.69
M4	31.34	32.06	32.69
M5	31.34	32.06	32.69
X	32.35	33.10	33.75
X2	32.35	33.10	33.75
Y	32.84	33.60	34.25
Y2	32.84	33.60	34.25
Y3	32.84	33.60	34.25
Z	33.58	34.36	35.02

Note: Includes 5% increase per MOU for Annex staffing ratio effective Aug. 14, 2017.

District Contribution for employees PARTICIPATING IN DISTRICT MEDICAL PLAN: A 925	Pro-rated 12 month employee	Annual	Pro-rated 11 month employee	Annual
4 hours to less than 4 1/2 hours	520.00	6,240.00	567.00	6,240.00
4 1/2 hours to less than 5 hours	578.00	6,936.00	631.00	6,936.00
5 hours to less than 5 1/2 hours	636.00	7,632.00	694.00	7,632.00
5 1/2 hours to less than 6 hours	694.00	8,328.00	757.00	8,328.00
6 hours or more (30 hours per week)	925.00	11,100.00	1,009.00	11,100.00
Effective January 1, 2022 (Board Approved September 23, 2021)				
District Contribution for employees OPT FOR CASH IN LIEU: 8 hours position (Employees hired BEFORE 01/01/2016) B 320	Pro-rated 12 month employee	Annual	Pro-rated 11 month employee	Annual
Over 1 hour to 1 1/2 hours	57.50	690.00	62.73	690.00
Over 1 1/2 hours to 2 1/2 hours	95.00	1,140.00	103.64	1,140.00
Over 2 1/2 hours to 3 1/2 hours	132.50	1,590.00	144.55	1,590.00
Over 3 1/2 hours to 4 1/2 hours	170.00	2,040.00	185.45	2,040.00
Over 4 1/2 hours to 5 1/2 hours	207.50	2,490.00	226.36	2,490.00
Over 5 1/2 hours to 6 1/2 hours	245.00	2,940.00	267.27	2,940.00
Over 6 1/2 hours to 7 1/2 hours	282.50	3,390.00	308.18	3,390.00
Over 7 1/2 hours to 8 hours	320.00	3,840.00	349.09	3,840.00
District Contribution for employees OPT FOR CASH IN LIEU: 7 1/2 hours position (Employees hired BEFORE 01/01/2016) C 320	Pro-rated 12 month employee	Annual	Pro-rated 11 month employee	Annual
Over 1 hour to 1 1/2 hours	60.00	720.00	65.45	720.00
Over 1 1/2 hours to 2 1/2 hours	100.00	1,200.00	109.09	1,200.00
Over 2 1/2 hours to 3 1/2 hours	140.00	1,680.00	152.73	1,680.00
Over 3 1/2 hours to 4 1/2 hours	180.00	2,160.00	196.36	2,160.00
Over 4 1/2 hours to 5 1/2 hours	220.00	2,640.00	240.00	2,640.00
Over 5 1/2 hours to 6 1/2 hours	260.00	3,120.00	283.64	3,120.00
Over 6 1/2 hours to 7 1/2 hours	320.00	3,840.00	349.09	3,840.00
Effective January 1, 2016 (Board Approved March 03, 2016)				

District Contribution for employees OPT FOR CASH IN LIEU: 8 hours position (Employees hired ON or AFTER 01/01/2016) D 250	Pro-rated 12 month employee	Annual	Pro-rated 11 month employee	Annual
Over 1 hour to 1 1/2 hours	31.25	375.00	34.10	375.10
Over 1 1/2 hours to 2 1/2 hours	62.50	750.00	68.20	750.20
Over 2 1/2 hours to 3 1/2 hours	93.75	1,125.00	102.30	1,125.30
Over 3 1/2 hours to 4 1/2 hours	125.00	1,500.00	136.40	1,500.40
Over 4 1/2 hours to 5 1/2 hours	156.25	1,875.00	170.50	1,875.50
Over 5 1/2 hours to 6 1/2 hours	187.50	2,250.00	204.50	2,249.50
Over 6 1/2 hours to 7 1/2 hours	218.75	2,625.00	238.60	2,624.60
Over 7 1/2 hours to 8 hours	250.00	3,000.00	272.70	2,999.70
District Contribution for employees OPT FOR CASH IN LIEU: 7 1/2 hours position (Employees hired ON or AFTER 01/01/2016) E 250	Pro-rated 12 month employee	Annual	Pro-rated 11 month employee	Annual
Over 1 hour to 1 1/2 hours	46.88	562.50	51.10	562.10
Over 1 1/2 hours to 2 1/2 hours	78.13	937.50	85.20	937.20
Over 2 1/2 hours to 3 1/2 hours	109.38	1,312.50	119.30	1,312.30
Over 3 1/2 hours to 4 1/2 hours	140.63	1,687.50	153.41	1,687.51
Over 4 1/2 hours to 5 1/2 hours	171.88	2,062.50	187.50	2,062.50
Over 5 1/2 hours to 6 1/2 hours	203.13	2,437.50	221.60	2,437.60
Over 6 1/2 hours to 7 1/2 hours	250.00	3,000.00	272.70	2,999.70
Effective January 1, 2016 (Board Approved March 03, 2016)				

Employees resigning AFTER the 15th of the month shall receive the entire district contribution.

Employees resigning between the 1st and the 15th of the month will NOT be eligible for the district contribution.

District Contribution for employees PARTICIPATING IN DISTRICT MEDICAL PLAN: 8 and 7.5 hours position A 875	Pro-rated 12 month employee	Annual	Pro-rated 11 month employee	Annual
4 hours to less than 4 1/2 hours	492.00	5,904.00	537.00	5,904.00
4 1/2 hours to less than 5 hours	547.00	6,564.00	597.00	6,564.00
5 hours to less than 5 1/2 hours	602.00	7,224.00	657.00	7,224.00
5 1/2 hours to less than 6 hours	656.00	7,872.00	716.00	7,872.00
6 hours or more (30 hours per week)	875.00	10,500.00	955.00	10,500.00
Effective January 1, 2021 (Board Approved September 23, 2021)				
District Contribution for employees OPT FOR CASH IN LIEU: 8 hours position (Employees hired BEFORE 01/01/2016) B 320	Pro-rated 12 month employee	Annual	Pro-rated 11 month employee	Annual
Over 1 hour to 1 1/2 hours	57.50	690.00	62.73	690.00
Over 1 1/2 hours to 2 1/2 hours	95.00	1,140.00	103.64	1,140.00
Over 2 1/2 hours to 3 1/2 hours	132.50	1,590.00	144.55	1,590.00
Over 3 1/2 hours to 4 1/2 hours	170.00	2,040.00	185.45	2,040.00
Over 4 1/2 hours to 5 1/2 hours	207.50	2,490.00	226.36	2,490.00
Over 5 1/2 hours to 6 1/2 hours	245.00	2,940.00	267.27	2,940.00
Over 6 1/2 hours to 7 1/2 hours	282.50	3,390.00	308.18	3,390.00
Over 7 1/2 hours to 8 hours	320.00	3,840.00	349.09	3,840.00
District Contribution for employees OPT FOR CASH IN LIEU: 7 1/2 hours position (Employees hired BEFORE 01/01/2016) C 320	Pro-rated 12 month employee	Annual	Pro-rated 11 month employee	Annual
Over 1 hour to 1 1/2 hours	60.00	720.00	65.45	720.00
Over 1 1/2 hours to 2 1/2 hours	100.00	1,200.00	109.09	1,200.00
Over 2 1/2 hours to 3 1/2 hours	140.00	1,680.00	152.73	1,680.00
Over 3 1/2 hours to 4 1/2 hours	180.00	2,160.00	196.36	2,160.00
Over 4 1/2 hours to 5 1/2 hours	220.00	2,640.00	240.00	2,640.00
Over 5 1/2 hours to 6 1/2 hours	260.00	3,120.00	283.64	3,120.00
Over 6 1/2 hours to 7 1/2 hours	320.00	3,840.00	349.09	3,840.00
Effective January 1, 2016 (Board Approved March 03, 2016)				

Employees resigning AFTER the 15th of the month shall receive the entire district contribution.

Employees resigning between the 1st and the 15th of the month will NOT be eligible for the district contribution.

District Contribution for employees OPT FOR CASH IN LIEU: 8 hours position (Employees hired ON or AFTER 01/01/2016) D 250	Pro-rated 12 month employee	Annual	Pro-rated 11 month employee	Annual
Over 1 hour to 1 1/2 hours	31.25	375.00	34.10	375.10
Over 1 1/2 hours to 2 1/2 hours	62.50	750.00	68.20	750.20
Over 2 1/2 hours to 3 1/2 hours	93.75	1,125.00	102.30	1,125.30
Over 3 1/2 hours to 4 1/2 hours	125.00	1,500.00	136.40	1,500.40
Over 4 1/2 hours to 5 1/2 hours	156.25	1,875.00	170.50	1,875.50
Over 5 1/2 hours to 6 1/2 hours	187.50	2,250.00	204.50	2,249.50
Over 6 1/2 hours to 7 1/2 hours	218.75	2,625.00	238.60	2,624.60
Over 7 1/2 hours to 8 hours	250.00	3,000.00	272.70	2,999.70
District Contribution for employees OPT FOR CASH IN LIEU: 7 1/2 hours position (Employees hired ON or AFTER 01/01/2016) E 250	Pro-rated 12 month employee	Annual	Pro-rated 11 month employee	Annual
Over 1 hour to 1 1/2 hours	46.88	562.50	51.10	562.10
Over 1 1/2 hours to 2 1/2 hours	78.13	937.50	85.20	937.20
Over 2 1/2 hours to 3 1/2 hours	109.38	1,312.50	119.30	1,312.30
Over 3 1/2 hours to 4 1/2 hours	140.63	1,687.50	153.41	1,687.51
Over 4 1/2 hours to 5 1/2 hours	171.88	2,062.50	187.50	2,062.50
Over 5 1/2 hours to 6 1/2 hours	203.13	2,437.50	221.60	2,437.60
Over 6 1/2 hours to 7 1/2 hours	250.00	3,000.00	272.70	2,999.70
Effective January 1, 2016 (Board Approved March 03, 2016)				

Employees resigning AFTER the 15th of the month shall receive the entire district contribution.

Employees resigning between the 1st and the 15th of the month will NOT be eligible for the district contribution.

SAN MATEO-FOSTER CITY SCHOOL DISTRICT

HOLIDAY CALENDAR

INDEPENDENCE DAY

LABOR DAY

VETERAN'S DAY

THANKSGIVING DAY

POST THANKSGIVING DAY

WINTER HOLIDAY

POST-WINTER HOLIDAY

LINCOLN DAY OBSERVANCE

SPRING VACATION DAY

NEW YEAR'S EVE

NEW YEAR'S DAY

ADMISSION DAY OBSERVANCE

MARTIN LUTHER KING DAY

PRESIDENT'S DAY

MEMORIAL DAY

JUNETEENTH DAY OBSERVANCE

CLASSIFIED, CONFIDENTIAL, AND CLASSIFIED MANAGEMENT CATASTROPHIC LEAVE

OVERVIEW

During negotiations for the 1994-95 contract between the CSEA, Chapter 411 and the San Mateo-Foster City School District, both parties agreed to a catastrophic leave provision. The catastrophic leave agreement was set up to provide additional sick leave for classified, confidential, and classified management employees who experience an illness which incapacitates them for an extended period of time. It was hoped by the two parties that a sick leave bank could be set up to help employees who face financial hardship due to the fact that all their available leave had been exhausted.

In the agreement between the district and CSEA, Chapter 411, it was determined that a "Joint Classified-District Committee" (JCDC) be formed to administer the provisions of the catastrophic leave agreement. The JCDC would be made up of two representatives and one alternate from both the district and association. The tasks of JCDC included definitions, eligibility, number of days to be granted, procedures for requesting and donating sick leave days, and creation of appropriate forms.

DEFINITIONS

Catastrophic illness: An injury or illness which renders the employee unable to resume normal duties for an extended period of time.

Eligibility: Any classified employee, confidential employee, or classified management employee is eligible to contribute to the sick leave bank, thereby gaining active membership in the catastrophic leave program.

Active Membership: In order to be an active member and eligible to take advantage of the Catastrophic Leave Program, an employee must donate one day of sick leave to the sick leave bank during an open enrollment period. Active membership will continue until such time that the JCDC determines a new open enrollment and the start of a new bank. Active members and new members who are eligible must donate one day* of sick leave in order to renew active membership or start a new active membership. New employees may contribute to the sick leave bank within their probationary period of their employment, thereby gaining active membership.

***One Day:** Equals the total amount of hours worked per day by employee.

Open Enrollment: The JCDC will determine a time period for new members and on-going members to donate one day of sick leave, therefore making their membership active. The JCDC will monitor the number of days left in the sick leave bank and when the sick leave bank contains less than forty-four (44) days or three hundred fifty-two (352) hours, the JCDC will set dates for a new open enrollment.

Sick Leave Bank: A record keeping devise to keep track of the number of days donated to the Catastrophic Leave Program and the employees who are eligible active members.

CONFIDENTIAL**San Mateo-Foster City School District****Classified, Confidential & Classified Management Employees****CATASTROPHIC LEAVE BANK CONTRIBUTION FORM**

NAME _____ POSITION _____

SCHOOL/SITE _____

I hereby contribute one (1) day of my current accumulated sick leave days on file with the San Mateo-Foster City School District to the SMFCSD Catastrophic Leave Bank. I understand that:

I work _____ hours per day.

I understand the following:

1. My contribution is irrevocable.
2. One (1) sick leave day will be deducted from my own currently accumulated sick leave balance on file with the San Mateo-Foster City School District.
3. My contribution of one (1) sick leave day entitles me to participate in the Catastrophic Leave Bank under the terms and conditions described in this collective bargaining agreement between CSEA, Chapter 411 and the San Mateo-Foster City School District.
4. Continued participation in the Catastrophic Leave Bank shall require an additional contribution each time the JCDC declares an open enrollment period.
 - a. Members who do not contribute to the Catastrophic Leave Bank within the first thirty (30) calendar days of employment may not participate in the Catastrophic Leave Program, until the next open enrollment period.

Signature _____ Date _____

I have been given the opportunity to contribute to the Catastrophic Leave Bank, but I wish to decline at this time. Employees new to the District may contribute to the Catastrophic Leave Bank within the first thirty (30) calendar days of employment.

Signature to Decline Contribution

Date

PROCEDURES AND GUIDELINES FOR APPLICATION AND USE OF SICK LEAVE BANK DAYS

1. A form to request catastrophic leave will be provided an active member upon request from the Human Resources Department. The form will explain how to complete application for request.
2. A verification from employee's physician will accompany the "Catastrophic Sick Leave Request Form". The physician's statement must include the extended period of time the injury or illness prevents the employee from performing his/her regularly assigned duties. Physician's verification shall set forth the diagnosis, prognosis and expected length of absence. (ALL INFORMATION WILL BE KEPT STRICTLY CONFIDENTIAL)
3. The time off from work must create a financial hardship for the employee because he/she has exhausted all accrued sick leave and any other paid time off.
4. No employee will be eligible to utilize days from the sick leave bank unless they have contributed during the most recent open enrollment or the first thirty (30) days of employment for new employees.
5. Contributions of sick leave days are irrevocable and shall be for a one work day.
6. Any active member of the catastrophic leave program who is denied use of sick leave bank days can appeal that decision to the JCDC who will have the final decision. These decisions are not subject to grievance procedures.
7. Eligibility for catastrophic leave use shall run concurrently with differential sick leave provided for in Section 8.5 (100 days non-accumulated leave or extended sick leave). In other words, after an eligible active member uses all fully paid sick leave days and is granted sick leave bank days, the sick leave bank days will start at the same time as the extended sick leave. The employee receives full pay for as many days granted by the JCDC. After the catastrophic leave is exhausted, the employee will continue on differential pay for the number of days remaining in the 100 day extended sick leave. (SEE EXAMPLE)

EXAMPLE:

An employee has 20 sick leave days and has been granted another 20 sick leave bank days. After the 40 days are used, the employee has 80 days left of extended sick leave. (Extended sick leave days are paid by calculating the difference between the employee's daily salary and the cost per day of the substitute). The first 20 days of the 100 days of extended sick leave were being used at the same time the 20 sick leave bank days were used. This allowed the employee to receive full pay for an extra 20 days before having to pay the differential cost of the substitute.

CONFIDENTIAL**San Mateo-Foster City School District**

1170 Chess Drive
 Foster City, CA 94404
 Human Resources Department

☐ **Classified**
☐ **Certificated**
CATASTROPHIC LEAVE REQUEST FORM

Name: _____

Date: _____

Position: _____

Dates Requested: _____ to _____ = Total Number of Days _____

Note: No more than 30 days may be granted per request

First request for Catastrophic Leave: _____YES _____NO

If yes, state how many days received: _____ and indicate the school year received _____

Briefly state the reason for your request and why it is causing you a financial hardship:

Do you belong to a payroll protection plan? _____YES _____NO

If yes please describe _____

Attach a physician's statement indicating diagnosis, prognosis and expected length of absence.

Per contract agreement, all information will be kept confidential.

FOR USE OF THE CATASTROPHIC LEAVE COMMITTEE

Employee Contribution verified: _____

Date sick leave exhausted: _____

Date request was received: _____

Date of Committee Meeting: _____

Request Denied: _____

Committee Member's initials: _____

Request granted: _____

No. Days granted: _____

RECLASSIFICATION APPLICATION

APPENDIX E

Please complete this form and submit it to the Assistant Superintendent of Human Resources by October 1.

REASON FOR RECLASSIFICATION REQUEST

As per Article 19 of the Collective Bargaining Agreement between the California School Employees Association Chapter #411 (CSEA) and the San Mateo-Foster City School District (District), requests for reclassification will only be considered under the following circumstances. Please identify which circumstance(s) this request falls under below:

- a) newly established position;
- b) reorganization of a department or site;
- c) a position that has changed because of the addition of significant new job responsibilities;
- d) a position that has not been reviewed within the past five (calendar years).

To be completed by Classified Employee- Use additional pages if necessary.

Name _____ Date _____

Current Job Title _____ Salary Grade _____

Please refer to your current job description and list the significant and consistent change of required duties not in your current job description. List these changes of tasks and duties below and indicate the amount of hours that you spend on these tasks/duties each week.

A.	_____	Hrs _____
B.	_____	Hrs _____
C.	_____	Hrs _____
D.	_____	Hrs _____

Total Hrs _____

Please list any additional information below.

State any changes in the qualification for your position (skills, knowledge, ability).

I certify that the entries made above (or attached) are my own and to the best of my knowledge are accurate and complete. (Attachments must be dated and signed.)

Signature of Employee

Date

APPENDIX E

To be completed by Immediate Supervisor

Please refer to employee's current job description and state below the duties and tasks, not contemplated in this current job description, which you are currently requiring this employee to perform on a significant and consistent basis.

I certify that the entries made above (or attached) are my own and to the best of my knowledge are accurate and complete. (Attachments must be dated and signed.)

Signature of Immediate Supervisor

Date

To be completed by Reclassification Committee

RECOMMEND APPROVAL: YES _____ NO _____

BY A VOTE OF: _____ / _____

RECOMMENDATION: If yes above, please state the Committee's recommendation to the Board of Trustees below:

REASON FOR RECOMMENDATION: Please state the Committee's reason for either approving or denying this RECLASSIFICATION:

RECLASSIFICATION COMMITTEE- DISTRICT

Assistant Superintendent of Human Resources or designee

Signature

Date

District Representative

Signature

Date

District Representative

Signature

Date

RECLASSIFICATION COMMITTEE-CSEA

CSEA Representative

Signature

Date

CSEA Representative

Signature

Date

CSEA Representative

Signature

Date