

AGREEMENT

BETWEEN

THE

SAN MATEO UNION HIGH SCHOOL DISTRICT

AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER 519

BUSINESS, INSTRUCTIONAL SUPPORT, AND

OPERATIONAL SUPPORT SERVICES

2022-2025

SAN MATEO, CALIFORNIA

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SAN MATEO UNION HIGH SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 519
BUSINESS, INSTRUCTIONAL SUPPORT, AND OPERATIONAL SUPPORT SERVICES

ARTICLE I: AGREEMENT

This is an Agreement pursuant to the Government Code Chapter 10.7 commencing with Section 3540, made and entered into this **8th day of June, 2023** between the San Mateo Union High School District (hereinafter referred to as "District") and the California School Employees Association (hereinafter referred to as "CSEA"), and its San Mateo Union High School District Chapter #519 ("Union"). This Agreement shall remain in full force and effect retroactively from July 1, **2022** until June 30, **2025**.

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ARTICLE II: RECOGNITION

2.1 This District recognizes the Union as the exclusive representative of the following employee classifications:

- Accountant
- Accounting Technician
- Administrative Assistant I – School Principal Office Coordinator
- Administrative Assistant II – Assistant Superintendent – Curriculum and Instruction
- Administrative Assistant II – Superintendent Office**
- Athletic Trainer
- Attendance & Welfare Technician
- Auditorium, Foreperson
- Auditorium Technician
- Automotive Shop Foreperson
- Automotive Serviceperson**
- Behavior Interventionist Para Educator
- Campus Safety Specialist
- Career Center Assistant
- Career Coordinator
- Career Navigator
- Carpenter
- Carpenter/Locksmith
- Carpenter Foreperson
- College and Career Advisor
- College, Career and Financial Aid Advisor
- Communication & Publications Specialist
- Community Service Coordinator
- Counseling Advisor

1	Counseling/Student Service Assistant
2	Data Control Analyst
3	District Athletic Coordinator/HR Technician
4	District Receptionist
5	District Receptionist/Human Resources Technician
6	District Testing Assistant
7	EL & Academic Support Program Assistant
8	Electrician
9	Electrician, Foreperson
10	English Learner Specialist
11	Enrollment Center Investigator
12	Environmental Health and Safety Specialist
13	Equipment Operator
14	Equipment Operator Foreperson
15	Executive Assistant
16	Facilities Maintenance Foreperson
17	Facilities Maintenance Technician
18	Facilities Maintenance Technician II
19	Facilities Specialist
20	Facilities Engineer
21	Family Engagement Coordinator
22	Family Engagement Program Coordinator
23	Financial Aid Advisor
24	General Maintenance, Foreperson
25	Health Aide
26	Health Services & Employee Wellness Lead
27	Heavy Duty Mechanic
28	Homework Center-Tutoring Program Supervisor

1	Human Resources Assistant
2	Human Resources Assistant/Benefit Technician
3	Human Resources Technician
4	Information Technology Specialist
5	Instructional Assistant I
6	Instructional Assistant II
7	Instructional Services Specialist
8	Internet Services Specialist
9	Interpreter for the Deaf
10	Inventory Control
11	Library Assistant
12	Library Media Technician
13	Mechanic Lead
14	Mental Health Lead Associate
15	Mental Health Lead Licensed
16	Mental Health Therapist
17	Mental Health Therapist Intern
18	Mental Health Therapist - TUPE
19	Mental Health & Wellness Program Assistant
20	Multilingual Communications Specialist
21	Office Assistant I
22	Office Assistant II
23	Operations/Maintenance Employee Lead
24	Painter
25	Painter, Foreperson
26	Para Education – Full Inclusion
27	Payroll Technician
28	Piano Accompanist

1	Purchasing Agent
2	School Attendance Records Clerk
3	School Bus Dispatcher
4	School Bus Driver
5	School Bus Driver Instructor/Transportation Coordinator
6	Senior Accountant
7	Site Accounting Technician
8	Special Education Van Driver
9	School Plant Operations Employee
10	School Plant Operations Employee, Lead
11	School Records Clerk - General
12	Special Education Data Technician
13	Special Education Assistant
14	Special Education Van Driver
15	Senior Staff Assistant
16	Student Data Analyst
17	Student Data Specialist
18	Student Nutrition Facility Technician
19	Student Nutrition Services Assistant
20	Student Nutrition Services Assistant Lead Cook
21	Student Nutrition Services Lead Cook
22	Student Success Coordinator
23	Systems Support Specialist
24	Technology Support Specialist I
25	Technology Support Specialist II
26	Technology Support Specialist III
27	Utility Worker
28	Utility Worker Lead

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Utility Worker (Weekend)

Vehicle Mechanic

Vocational Transition Assistant

2.2 The District recognizes that CSEA has been certified by PERB to be the exclusive representative for all bargaining unit classifications and/or job titles listed in the original PERB certification and the intent of the above list is to reflect current job titles and/or job classifications that have been updated or added to the bargaining unit since the original certification. If there is any position that is on the original certification that is missing from the above list and the position still exists, the absence of the position from the list above is not intended to be a unit modification. No other group, organization, individual or representative shall be recognized or permitted to represent any classified employee in the bargaining unit in any activities including but not limited to wages, hours, or terms and conditions of employment.

2.3 The District shall notify the CSEA Chapter President when new classified positions are created, except those that are management, confidential, or supervisory. Prior to adding a classification and/or job title to the bargaining unit the District shall provide CSEA with an opportunity to negotiate applicable effects – salary, hours, and other terms and conditions of employment. In the event that the District and CSEA do not agree whether the position(s) should be in the bargaining unit, the dispute may be submitted to PERB for resolution in accordance with the rules and regulations in effect at the time.

2.2 Excluded from the unit are:
All other positions, including, but not limited to positions which are excluded from the classified service, such as management, confidential and supervisory, short-term, temporary, and substitutes.

1 **ARTICLE III: RIGHTS OF PARTIES**

2 3.1 **Employee Rights**

3 Nothing in this Agreement shall abridge the bargaining unit employee's rights under
4 the law.

5 3.2 **CSEA Rights**

6 3.2.1 CSEA, as the exclusive representative of the bargaining unit, retains for
7 the duration of this Agreement the rights of the exclusive representative
8 under the Law.

9 3.2.2 CSEA retains the right of reasonable access to areas in which
10 employee's work, for the purpose of representing bargaining unit
11 members in grievances and matters related to grievances.

12 3.2.3 CSEA retains the right to reasonable use of institutional bulletin boards,
13 mailboxes/the school-mail system, and other District means of
14 communication for the posting or transmitting information or notices
15 concerning CSEA matters.

16 3.2.4 CSEA retains the right to reasonable use of institutional equipment,
17 facilities, and buildings.

18 3.2.5 CSEA retains the right upon request to receive copies of any and all
19 materials related to wages, hours, and other terms and conditions of
20 employment which are relevant for CSEA to fulfill its duties and
21 obligations, as the exclusive representative of bargaining unit employees
22 covered by this Agreement.

23 3.2.6 CSEA retains the right to review employees' personnel files and any
24 other record dealing with employees when accompanied by the
25 employee or upon presentation of a written authorization signed by the
26 employee.

1 3.3 **Union Orientation**

2 The District will give the Chapter President a copy of the personnel actions
3 approved by the Board. At the time of new employee orientation, the District will
4 provide each new employee with a packet of information supplied by CSEA that
5 describes benefits, rights, and duties related to CSEA, as the exclusive
6 representative of the bargaining unit. The packet shall be as determined by CSEA
7 and may include information on union membership and a membership/dues
8 authorization form.

9 3.4 **CSEA Release Time**

10 The District shall grant twenty-four (24) hours of paid release time each school year
11 to CSEA Chapter 519 for the purpose of conducting Chapter business. Any grant
12 of paid release time under this subsection shall be conditioned upon no less than
13 two (2) working days' notice to the Human Resources Department of the date(s) and
14 time(s) requested.

15 3.5 **Night Employees Attending Chapter Meetings**

16 The District shall allow one (1) night employee per school site release time of one
17 (1) hour, once a month, for the purpose of attending Chapter 519 meetings,
18 provided the affected employee gives his/her supervisor one (1) week notice of
19 intent to attend a Chapter 519 meeting, the employee takes his/her lunch during the
20 meeting. Upon request the District is provided with an agenda item at the meeting.

21 3.6 **Job Stewards**

22 The District agrees that there may be one (1) CSEA designated job steward at each
23 permanent job site. The District agrees to grant reasonable release time for job
24 stewards to assist in grievance resolution whenever the grievance concerns District-
25 initiated discipline. Additionally, when requested by the CSEA President or
26 bargaining spokesperson, the District Associate Superintendent Human Resources
27 or Superintendent will grant reasonable release time for job stewards to resolve
28 non-disciplinary grievances.

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3.7 **CSEA Conferences**

The District agrees that two (2) CSEA-designated bargaining unit members, upon reasonable notice to the District Associate Superintendent Human Resources or Superintendent, may use accrued compensatory time off, if any, to attend business matters. However, neither person may use more than five (5) workdays annually for such purpose.

3.8 **District Rights**

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control all of the affairs of the District to the full extent of the law. The District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees and to adopt policies, rules, regulations, and practices in connection therewith. These rights shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law.

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numbers, and personal e-mail addresses.

4.8 CSEA shall defend and indemnify District for any claims arising from its compliance with this Article for any and all claims made against the District based upon its compliance with this Article. The District shall be required to promptly notify CSEA of any claims made.

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ARTICLE V: GRIEVANCES

5.1 **Definitions**

5.1.1 A "grievance" is a formal written allegation by an individual or CSEA that he/she has been adversely affected by a violation, misinterpretation, or misapplication of the specific provision(s) of this Agreement. Actions to challenge or change the policies of the District or administrative regulations and procedures must be undertaken under separate legal processes. Matters outside of this Agreement 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 District, are not within the scope of this procedure.

5.1.2 A "grievant" may be any classified non-management unit employee covered by the terms of this Agreement or CSEA, who files a grievance claim either on behalf of a unit employee (or employees) or on behalf of CSEA.

5.1.3 A "day" is any day in which the District Office is open for business. Time limits provided in each level shall begin the day following receipt of the written decision. Time limits should be viewed as maximums in an effort to effect speedy resolution of issues; however, time limits may be extended by mutual agreement.

1 5.3.2 That statement shall be a clear, concise statement of the grievance. The
2 statement shall include the specific Section(s) of this Agreement alleged
3 to have been violated, the circumstances involved, the decision rendered
4 at the informal conference, and the specific remedy sought.

5 5.3.3 Copies of all written grievance documents by both the grievant and the
6 supervisor shall be forwarded by the receiving supervisor to the Human
7 Resources Department and the Union for this level and any further
8 levels to which appeal may be made.

9 5.3.4 The supervisor shall communicate his/her decision, in writing, to the
10 employee within ten (10) days after receiving the grievance.

11 5.3.5 Either the grievant or the immediate supervisor may request a personal
12 conference within the above time limits.

13 5.4 **Formal Level – Level II (Principal or Department Supervisor)**

14 5.4.1 In the event the grievant is not satisfied with the decision at Level I, or if
15 no written decision has been rendered within ten (10) days after
16 presentation of the grievance, the grievant may appeal the decision, in
17 writing, to the principal or department supervisor within ten (10) days.

18 5.4.2 This statement shall include a copy of the original grievance, the
19 decision rendered, and a clear, concise statement of the reasons for the
20 appeal.

21 5.4.3 The principal or department supervisor shall communicate his/her
22 decision, in writing, within ten (10) days after receiving the appeal.
23 Either the grievant or the principal or department supervisor may request
24 a personal conference within the above time limits.

25 5.5 **Formal Level – Level III (Superintendent or Designee)**

26 5.5.1 If the grievant is not satisfied with the decision at Level II, or if no
27 written decision has been rendered within ten (10) days after
28 presentation of the grievance at Level II, the grievant may appeal the

1 decision, in writing, to the Superintendent or designee within ten (10)
2 days. If a designee is appointed by the Superintendent, the designee shall
3 have not been named in the grievance or previously involved in any
4 level of the grievance procedure, prior to Level III.

5 5.5.2 This statement shall include a copy of the original grievance and appeal
6 at each level, the decisions rendered at each level, and a clear, concise
7 statement of the reasons for the appeal. A copy of this statement shall be
8 forwarded to the CSEA Chapter President.

9 5.5.3 The Superintendent or designee shall communicate a decision, in
10 writing, within ten (10) days after receiving the appeal. A copy of the
11 written decision shall be forwarded to the CSEA Chapter President.
12 Either the grievant or the Superintendent or designee may request a
13 personal conference in an effort to resolve the grievance.

14 5.6 **Formal Level – Level IV (Board of Trustees)**

15 If the grievant is not satisfied with the Superintendent or designee's decision, within
16 (10) ten days of receipt of the written decision, the grievant may appeal to the
17 Board of Trustees. The Board shall allow each party to the grievance, equal time to
18 present their cases in closed session. The Grievant shall present first. The decision
19 of the Board shall be rendered within thirty (30) days of the hearing and shall be
20 final and binding.

21 5.7 **Formal Level - Level V (Advisory Arbitration)**

22 5.7.1 Selection of this advisory arbitration step shall be an alternative to
23 submitting the matter to the Board of Trustees. Only CSEA, pursuant to
24 its internal policies, may elect to submit the matter to advisory
25 arbitration.

26 5.7.2 If the grievant is not satisfied with the Superintendent or designee's
27 decision at the previous step, or if no written decision has been
28 rendered, within ten (10) days after presentation of the grievance to the

1 Superintendent or designee, the grievant shall present the grievance to
2 the CSEA Chapter President and Labor Relations Representative for
3 consideration by CSEA to submit the matter to Arbitration. The
4 Grievant may also notify the Superintendent that they intend to submit
5 the matter to Arbitration. This statement shall include a copy of the
6 original grievance, appeals at each level, decisions rendered at each
7 level, and a clear, concise statement of the reasons for the appeal.

8 5.7.3 Within thirty (30) days of its receipt, CSEA shall notify the
9 Superintendent of a final decision to submit (or not submit) the matter to
10 Arbitration. If CSEA's final decision is to not submit the matter to
11 Arbitration, the grievant may appeal the grievance to the Board of
12 Trustees pursuant to Section 5.6. If the final decision is to submit the
13 matter to Arbitration, the parties shall then select a mutually acceptable
14 arbitrator, or if they are unable to agree on an arbitrator within ten (10)
15 days, a selection shall be made from a list of five (5) names provided by
16 the appropriate State agency (PERB or State Mediation and Conciliation
17 Service) with the parties, commencing with CSEA, alternately striking
18 names until only one (1) remains.

19 5.7.4 If any questions arise as to the arbitrability of the grievance, such
20 question shall be determined by the arbitrator upon the prior written
21 record before a consideration of the merits of the case.

22 5.7.5 The arbitrator's decision will be in writing and will set forth findings of
23 fact, reasoning, conclusion, and recommendations on the issues
24 submitted. The arbitrator will be without power or authority to make
25 any decision, which requires the commission of an act prohibited by law
26 or which is violative of the terms of this Agreement. However, it is
27 agreed that the arbitrator is empowered to include in any decision such
28 financial reimbursement or other remedies as the arbitrator judges

1 proper. The decision of the arbitrator will be served by certified mail,
2 return receipt requested, upon the Superintendent, the grievant, the
3 Chapter President and the Labor Relations Representative. A digital
4 copy of the decision will also be shared with the Parties.

5 5.7.6 All costs for the services of the arbitrator, including, but not limited to,
6 per diem expenses, travel and subsistence expenses and cost of any
7 hearing room and transcript costs will be borne equally by the Parties to
8 the grievance; however, if the arbitrator's recommended decision is
9 rejected in its entirety or substantially modified as a result of any
10 subsequent review by the Board of Trustees, the Parties shall share
11 equally all costs for the services of the arbitrator, as defined above. An
12 arbitrator shall be requested from the California Mediation &
13 Conciliation Services where practical.

14 5.7.7 Within ten (10) days of its date of certified receipt, either party may
15 appeal, in writing, the arbitrator's award to the Board of Trustees. If no
16 appeal is filed, the decision shall be final. If either party appeals, the
17 Board of Trustees will undertake a review of the issue under its own
18 rules and procedures, which shall be concluded within thirty (30)
19 calendar days of the appeal. The decision of the Board shall then be
20 final.

21 5.8 **General Provisions**

22 5.8.1 No reprisals will be taken by any member or representative of the
23 District or the Board against any participant in the grievance procedure
24 by reason of such participation.

25 5.8.2 If a grievance arises out of action or inaction at a level above the
26 immediate supervisor, the grievant shall submit the grievance at the next
27 appropriate level.

28 5.8.3 Grievance documents shall be filed in a separate grievance file and shall

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be considered confidential; however, the results of a grievance may be placed in the grievant's personnel file where appropriate to the resolution of the grievance and where proper notice is provided to the grievant.

5.8.4 Parties reviewing the grievance shall 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.

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- 6.3.3 Insubordination (including, but not limited to, refusal to do assigned work).
- 6.3.4 Carelessness or negligence in the performance of duty or in the care or use of District property.
- 6.3.5 Discourteous, offensive, or abusive conduct or language toward other employees, supervisors, students, or the public.
- 6.3.6 Dishonesty.
- 6.3.7 Possessing or drinking an alcoholic beverage on the job, or reporting for work while intoxicated, or with evidence of alcoholic intake that would be offensive to the employee's presence at work.
- 6.3.8 Possession, sale, purchase, or use of illegal drugs or restricted substances while on the job or reporting to work while under the influence of a narcotic or restricted substance.
- 6.3.9 Personal conduct unbecoming an employee of the District while on duty.
- 6.3.10 Conviction, by a plea of nolo contendere or by plea or verdict of guilty, of any crime that is detrimental to the public service, including, but not limited to, any narcotics or controlled substance offense or any crime of moral turpitude.
- 6.3.11 Arrest for a sex offense, as defined in California Education Code, Section 45123.
- 6.3.12 Disorderly or immoral conduct.
- 6.3.13 Unauthorized or excessive absence, excessive tardiness, or abandonment of position.
- 6.3.14 Knowingly making, duplicating, or causing to be duplicated any key or security device to any District facility or equipment without District authorization.
- 6.3.15 Abuse of leaves privileges.

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- 6.3.16 Unauthorized release of confidential information, as defined by law, from official District records.
- 6.3.17 Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
- 6.3.18 Violation of or refusal to obey safety rules or regulations made applicable to public schools or school districts by the Governing Board or by an appropriate federal, state, or local governmental agency.
- 6.3.19 Violation of any order made by a line supervisor.
- 6.3.20 Offering anything of value to, or offering any service in exchange for, special treatment in connection with the employee's job or employment or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- 6.3.21 Any willful conduct tending to injure the public service, including damages to or wastes of public property, supplies, or equipment.
- 6.3.22 Knowing violation of California or federal law pertaining to schools, school personnel, or school districts.
- 6.3.23 Advocacy of the overthrow of federal, state, or local government by force, violence, or other unlawful means.
- 6.3.24 Any cause, as outlined in the Education Code.
- 6.3.25 For purposes of Article 6.3, sufficient cause shall also include incapacity due to mental or physical disability and such cause for loss of pay, suspension, demotion and/or dismissal shall be subject to all procedures in this Article.

6.4 **Progressive Discipline**

- 6.4.1 Level A. Informal Discussion

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The supervisor and the bargaining unit member will discuss the disciplinary questions/issue and try to resolve it.

6.4.2 Level B. Written Warning/Reprimand

6.4.2.1 Written warning/reprimand issued to a unit member constitutes the second level of discipline. The written document shall clearly indicate that it is a formal warning/reprimand and constitutes the second level of discipline. The specific incident, recommendation for improvement, and a reasonable time line for improvement shall be stated.

6.4.2.2 The bargaining unit member will have a right to meet with the immediate supervisor and/or respond, in writing, to the written warning/reprimand within ten (10) days of the date the warning/reprimand is issued.

6.4.2.3 If the bargaining unit member desires, he/she may send a copy of his/her written response to the Associate Superintendent Human Resources and request the Associate Superintendent Human Resources to review it. The Associate Superintendent Human Resources or designee shall review the warning reprimand within fifteen (15) days of receipt and decide whether or not the supervisor's written warning/reprimand in its original or modified form shall remain in the personnel file. If the written warning/reprimand remains in the personnel file, the employee may have his/her response attached and placed in the file as well.

6.4.3 Level C. Suspension, Demotion, or Dismissal

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6.4.3.1 Suspension, demotion, or dismissal is the third level of discipline. The Superintendent may dismiss, suspend, or demote any permanent employee in the bargaining unit for cause, as described in this Article. No disciplinary action shall be taken for any causes that arose prior to the employee becoming permanent or for any cause that arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

6.4.3.2 When the District seeks imposition of discipline under Level C, the employee shall receive written notice of the dismissal, suspension, or demotion and the effective date thereof. The written notice shall be delivered personally to the employee or mailed to the employee by United States mail, certified, at the employee's last address known to the Human Resources Department. A copy of the notice shall be delivered to CSEA within one (1) workday after the notice of disciplinary action is given to the employee. It is the District's and CSEA's preference that the notice is given prior to the implementation of the disciplinary measure. In cases in which the District determines that no harm will be done to the operations of the District by delaying implementation of discipline, the effective date of the discipline shall be after the expiration of the time to appeal to the Superintendent under Article 6.6.1. Otherwise, notice may be given simultaneously with the implementation of the disciplinary

1 measure or within one (1) workday after the disciplinary
2 measure is implemented, with the following exceptions:

- 3 1. If a suspension without pay is to be longer than ten
4 (10) working days, the unit member shall be accorded
5 the right to an informal hearing before the
6 Superintendent or the Superintendent's designee in
7 accordance with the Appeal Process of this Article
8 prior to commencement of the suspension without
9 pay.
- 10 2. If the District in an emergency situation determines
11 that an employee's presence poses a clear and present
12 danger to the lives, safety, or health of the employee,
13 students or other District personnel, the District may
14 immediately suspend the employee. Such suspension
15 shall be with pay until the employee has been given
16 the written notice described in Article 6.5.
- 17 3. If the disciplinary action taken is dismissal, the
18 employee shall be accorded the opportunity to have
19 an informal hearing before the Superintendent or
20 Superintendent's designee in accordance with the
21 Appeal Process of this Article before the dismissal
22 shall become effective.

23 6.5 **Notice**

24 The written notice of disciplinary action under Level C of Article 6.4.3 shall
25 include:

- 26 6.5.1 A statement of the specific charges against the employee in ordinary and
27 concise language, which shall include the cause(s), the date(s), the
28

1 time(s), and the location(s) of the employee's action(s) or omission(s)
2 giving rise to the notice of disciplinary action;

3 6.5.2 The type of discipline;

4 6.5.3 The effective date and duration of the disciplinary action if it has a finite
5 duration;

6 6.5.4 A statement of the employee's right to respond to the charges to the
7 Superintendent or the Superintendent's designee by requesting an
8 informal hearing before the Superintendent or Superintendent's designee
9 within five (5) working days after receipt of the notice of suspension,
10 demotion, or dismissal, a form for which shall be attached to the notice,
11 and the right to have CSEA representation at any such informal hearing;
12 and

13 6.5.5 A statement of the employee's right to make use of the Appeal Process
14 set forth in this Article, together with a copy of this Article and any rule
15 or regulation that is claimed to be violated. An employee may appeal a
16 Level C disciplinary measure by following the steps set forth below
17 under Article 6.6, Appeal Process.

18 6.6 **Appeal Process**

19 6.6.1 After receipt of a written notice of disciplinary action, the employee will
20 be given an opportunity to attend an informal Skelly meeting before the
21 Superintendent or the Superintendent's designee. The decision of the
22 Superintendent or Superintendent's designee will be rendered within ten
23 (10) working days after the Skelly meeting, if any. If the decision of the
24 Superintendent or Superintendent's designee is to affirm suspension,
25 demotion, or dismissal, notice shall be made, in writing, to the employee
26 that includes the elements of notice set forth in Article 6.5, a statement
27 of his/her right to a hearing before the Board of Trustees in accordance
28 with this Appeal Process, the time within which to request such a

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hearing, and a card or form that only requires the employee's signature to constitute a request for a hearing and a denial of the charges.

6.6.2 If the decision of the Superintendent or Superintendent's designee is to affirm the suspension, demotion, or dismissal, or if the employee does not attend the informal Skelly meeting, the employee may request a hearing before the Board of Trustees. The request shall be made within five (5) working days after receipt of the decision of the Superintendent or Superintendent's designee, or within five (5) working days after the scheduled Skelly meeting, if the employee does not attend the Skelly meeting. If the employee does not request such a Board hearing within the five (5) working day period, the recommended discipline shall become final and the employee shall have waived his/her appeal rights.

6.6.3 All dismissals and suspensions shall be without pay after the effective date thereof, as stated in Article 6.5 above or Superintendent's decision in Article 6.6.2. No suspension shall be effective for a period of more than thirty (30) days without the prior approval of the Board of Trustees.

6.6.4 The Board of Trustees shall hold a hearing within forty-five (45) days after receipt of the appeal from a dismissal, suspension, or demotion. The employee shall have the right to appear in person on his/her own behalf, with counsel or such other representation, as the employee considers necessary, and be heard in his/her own defense.

6.6.5 All hearings before the Board of Trustees shall be held in closed session(s) of the Board unless the appealing employee requests an open hearing on his/her appeal.

6.6.6 The Board of Trustees after hearing shall affirm, modify, or revoke the action being appealed. The Board's determination of the sufficiency of the cause for the disciplinary action shall be final and binding upon all parties. If the appeal of the employee is sustained, the Board may order

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full or partial compensation from the time of dismissal, suspension, or demotion and shall order reinstatement, if applicable. If the decision of the Superintendent or Superintendent's designee is sustained, the Board shall declare that decision effective as of the date it was made.

6.6.7 As an alternative to appealing to the Board pursuant to the appeal process described above, the employee may resort to applicable provisions of the arbitration clause set forth in Article 5.7. Resort to this alternative shall constitute a waiver of the appeal procedures outlined in this Article 6.6.

6.7 **Bypassing Disciplinary Step(s)**

The District reserves the right to bypass one (1) or more steps in the disciplinary procedure, depending on the severity of the employee's conduct. However, if the District has not applied the progressive discipline steps, that fact may be weighed in the employee's favor at any appeal level.

1 **ARTICLE VII: HOURS**

2 7.1 **Work Year**

3 7.1.1 For the current contract term only, the District shall provide at least two
4 (2) days of professional development for bargaining unit members. For
5 school days only employees and school days only plus ten (10) days
6 employees, the two (2) professional development days shall be in
7 addition to their current calendar. For 12-month and 10-1/2 month
8 employees, the professional development days will take place on a
9 scheduled work day and will not increase the work year. If the
10 professional development days are not continued by mutual agreement,
11 the work year for school days only employees and school days plus ten
12 (10) employees will revert to the standard work year.

13 7.1.2 The work year for unit employees is designated as follows:

14 7.1.2.1 Twelve (12)-month employees: July 1 through June 30.

15 7.1.2.2 School days only employees: days students are in session.

16 School Bus Drivers shall have a guaranteed work year based
17 on the number of student days indicated on the District's
18 school calendar; however, the District reserves the right to
19 change the actual days worked based on the school calendar
20 of other districts.

21 7.1.2.3 Ten and one-half (10-1/2)-month employees: August
22 through June 30 (215 days) as designated by the District
23 related to the employee's classification and the school
24 calendar.

25 7.1.2.4 School days only plus ten (10) days employees: the number
26 of days students are to be in session, as defined in the Board-
27 adopted school calendar, plus ten (10) extra days. Fringe
28 benefits shall be provided on a twelve (12)-month basis.

1 7.1.2.5 Food Services employees: a minimum of 173 days.

2 7.2 **Workweek and Workday**

3 7.2.1 The workday for full-time employees shall be seven and one-half (7½)
4 hours. No employee shall be assigned a regular work shift that includes
5 a Saturday or Sunday without mutual agreement of both parties. The
6 normal workweek for full-time employees shall be five (5) consecutive
7 days and a total of thirty-seven and one-half (37½) hours, usually
8 Monday through Friday, except those unit employees who were
9 employed by the District, at the time the 1989-92 Agreement was
10 ratified in crafts classifications, and who worked eight (8) hours per day
11 and received every third (3rd) Friday off, as set forth in Article VI B 2
12 (Appendix F) of the 1987-89 Collective Bargaining Agreement, and
13 shall be permitted to continue this practice so long as they have been
14 continuously employed by the District in those classifications.

15 7.2.2 School days only, part-time, and hourly employees shall have a regular
16 and fixed minimum number of hours per week depending upon the
17 specific requirements of a position, as assigned by the District. The
18 part-time bus drivers may be given a variable weekly assignment within
19 an annual fixed number of hours.

20 7.2.3 An employee shall not regularly be assigned a split daily work schedule
21 with an interval of more than the following:

22 7.2.3.1 Transportation classifications – Up to a maximum six (6)
23 hours, including meal break.

24 7.2.3.2 Other classifications of the unit – One (1) hour excluding
25 meal break.

26 7.2.4 Unit employees may also be required to participate in a reasonable
27 number of meetings, in addition to or during regular hours for
28 orientation, planning, and other District business.

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7.2.5 These provisions shall not restrict the extension of the regular workday or workweek when such is necessary to carry on the business of the District, within the provisions of the Education Code and this Agreement.

7.2.6 Employees whose regular assignment is less than a five (5) day week shall work and be credited with the appropriate pro-rata number of hours in any week, which includes a holiday, vacation or leave day, and the workweek assignment will be adjusted as necessary.

7.3 **Shifts**

7.3.1 Day Shift – Employees assigned to the day shift shall begin no earlier than 5:00 a.m. or later than 12 noon.

7.3.2 Swing Shift – Employees assigned to a swing shift shall begin no earlier than 12 noon or later than 4:00 p.m.; except that in Adult School employees assigned to swing shift shall begin no later than 7:00 p.m.

7.3.3 Night Shift – Employees assigned to a night shift shall begin no earlier than 12 midnight.

7.4 **Schedule Changes**

7.4.1 In the event that an employee's regularly assigned work schedule (hours) is involuntarily changed on a regular basis, he/she shall be notified at least ten (10) working days prior to the effective start of the new schedule; the employee shall be afforded the opportunity to discuss the change in assignment with his/her supervisor. It is understood that such changes shall not be made for arbitrary, capricious, or vindictive reasons.

7.4.2 These provisions shall not apply in cases of emergency, or when employees retain their regularly assigned schedule and are temporarily reassigned due to absence or turnover, or do not meet special and temporary needs of the District, including, but not limited to, student

1 recess periods and community center projects. In unusual or emergency
2 situations, as defined by the site administrator, work schedules may be
3 temporarily adjusted with mutual consent of the administrator and
4 employee.

5 **7.5 Signing In/Out**

6 7.5.1 All classified employees shall sign in at the time they begin work and
7 sign out at the time they end work, as well as the beginning and ending
8 time of any departure from work. It is understood that from time to
9 time, an employee may sign in later than his or her actual arrival or
10 departure time due to extenuating circumstances. This shall not be
11 construed to allow an employee to arrive late. Classified employees
12 may not begin work until their scheduled starting time and may not
13 work beyond their scheduled ending time unless approved by their
14 principal/supervisor.

15 7.5.2 The method of recording work time shall be an automated system.
16 Anytime there is a change in the time recording system, the District and
17 CSEA shall negotiate effects.

18 7.5.3 All absences must also be reported through the District's absence
19 management system.

20 7.5.4 The District will maintain a system for employees to certify the accuracy
21 of the records at the end of each month or payroll period. Employees
22 who do not have a computer at their workstation may request, and the
23 District shall provide, a printout at the end of the month reflecting the
24 employee's time record. Employees are required to complete an
25 Exception Notification Form for any modifications to their monthly
26 attendance records, including under the following circumstances:

- 27 a) If the employee forgets to sign in/out;
28 b) If the employee signs in late, or signs in more than seven (7) minutes

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early;

- c) If the employee signs out early, or signs out more than seven (7) minutes late;
- d) Technical issues with the system.

All other modifications to either the *Absence Management System* or the *Time and Attendance System* must be accompanied by an Exception Notification Form.

7.5.4.1 Employees, at their discretion, may, but shall NOT be required to, sign-in prior to their shift to allow additional time for travel between the sign-in/out terminal and the employee’s work station. However, the employee shall NOT be permitted to perform work until the start of their shift without prior written authorization from their immediate supervisor. If the actual sign-in time is more than seven (7) minutes early, the employee shall complete an Exception Notification Form as required by this section.

7.5.5 Any employee altering, falsifying or tampering time records may be subject to discipline, up to and including discharge.

7.5.6 Any employee who repeatedly fails to sign in and out and/or fails to generate an Exception Notification Form will be subject to discipline. However, it is understood that exceptions to this section will be made for emergency situations.

7.6 **Meal Break**

7.6.1 Unit employees working five (5) consecutive hours or more per day shall have a duty free, uninterrupted meal break of not less than thirty (30) minutes. The length and specific time of meal breaks for full-time employees shall be determined by the immediate supervisor. The time required for the meal break shall not be considered part of the regular workday and shall not be less than one-half (1/2) or more than one (1) hour.

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The times for the meal break shall be approved by the immediate supervisor, but shall not be during the first or last hour of the workday, except that upon the employee's request, the meal break may be waived at the discretion of the site administrator for employees working six (6) hours or less.

7.6.2 In unusual situations where an unpaid duty free meal break isn't possible, an employee may take an on-duty paid meal break with prior written approval from their immediate supervisor. In rare and urgent circumstances where the supervisor is not available, the employee shall obtain approval as soon as possible but not later than the next work day. The employee and the supervisor shall mutually agree whether the employee will leave work thirty (30) minutes early or will work the full scheduled hours and report the additional thirty (30) minutes on an Exception Notification Form.

7.7 **Rest Periods**

The District shall provide up to one fifteen (15)-minute work break for each unit employee during each four (4) consecutive hour period worked. The time for the work break shall be approved by the immediate supervisor. Under normal circumstances, the fifteen (15)-minute break shall be taken within the four (4)-hour period and may not be used to shorten the work day. The fifteen (15)-minute work break may be adjusted for extenuating circumstances with advance approval of the supervisor. With the permission of the supervisor, employee may combine their rest break with their meal break.

1 receives an increase in salary compensation, the same percentage
2 increase in salary compensation will be applied to the classified
3 bargaining unit.

4 8.2 **Shift Differential**

5 8.2.1 Shift differential shall be provided for shift work for those employees
6 regularly assigned. This Section shall not apply to employees in the
7 Auditorium Technician and the Auditorium Foreperson (pursuant to
8 settlement agreement dated 11/22/2017) working six (6) hours or less in
9 any classification or assigned to a split shift. An employee receiving
10 shift differential compensation shall not lose such compensation if the
11 employee is temporarily, for twenty (20) workdays or less, assigned to a
12 shift not entitled to such compensation.

13 8.2.2 The rate paid for shift differential is five percent (5%) for swing shift
14 and seven and one-half percent (7½%) for the night shift.

15 8.3 **Overtime**

16 8.3.1 For time required to be worked in excess of seven and one-half (7½)
17 hours in any one (1) day and in excess of thirty-seven and one-half
18 (37½) hours in any calendar week (or outside the regular workweek for
19 crafts), overtime pay shall be provided at the rate of time and one-half
20 (1½). Employees whose assignment is four (4) or more hours a day
21 each week shall be compensated at the overtime rate for time worked on
22 the sixth and seventh consecutive day. Employees whose assignment is
23 less than four (4) hours a day each week shall be compensated at the
24 overtime rate for time worked on the seventh consecutive day. After
25 twelve (12) hours work on a shift, the rate will be double the straight-
26 time rate.

27 8.3.2 Prior to being worked, all overtime shall be authorized by the immediate
28 supervisor. Overtime claims for work not pre-approved may be denied.

1 Payment shall be for the actual number of hours worked in not less than
2 one-quarter (1/4)-hour increments.

3 8.3.3 For the purpose of computing the number of hours worked, time during
4 which an employee is excused from work because of holidays, sick
5 leave, vacation, or other paid leave of absence shall be considered as
6 time worked by the employee.

7 8.3.4 In lieu of overtime pay, compensatory time off may be substituted by
8 mutual agreement between the District administration and the employee.
9 All compensatory time off must be taken prior to June 30 each year. If
10 not, the overtime compensation may be paid to the employee for all
11 unused time. If necessary, the District will waive this restriction to
12 accommodate employee rights under Article 3.4.

13 8.3.5 The overtime rate for work performed on Sundays shall be double the
14 straight-time hourly rate.

15 8.3.5.1 Pursuant to a settlement agreement between CSEA and the
16 District dated 2/9/2018, employees in the Utility Worker classification,
17 the overtime rate for work performed on Sundays shall be at one-and-
18 one-half (1.5) times the straight-time rate.

19 8.4 **Longevity Increment Increases**

20 8.4.1 Upon completion of five (5) years of continuous employment with the
21 District, unit employees shall be granted an additional sum per month as a
22 longevity increment as shown in Appendix B. For additional five (5)-year
23 increments of continuous employment up to a maximum of twenty-five (25)
24 years of continuous employment, a unit employee shall receive an additional
25 longevity increment per month, as shown on Appendix B. The increments
26 will be pro-rated on the basis equivalent to the unit employee's fractional
27 (part-time) employment.

28 8.4.2 Commencing in 2000-2001, these longevity increments shall be increased

1 by the same percentage as the general salary increase applied to Appendix
2 A.

3 **8.5 Pay for Temporary Work in a Higher Class**

4 If an employee is required to perform the duties of a higher classification than that
5 of his/her regular assignment for a period of more than three (3) full days within a
6 fiscal year, the employee shall be paid for the fourth and subsequent days on the
7 range of the higher classification and at a step on the range that is at least five
8 percent (5%) above the employee's regular base salary, but not higher than the top
9 of the range. However, in no event shall an employee working in the higher
10 classification receive less than five percent (5%) above the employee's regular rate
11 of pay after working in the higher class for three (3) full days or more.

12 **8.6 Call-Back Hours**

13 8.6.1 A call-back is defined, for the purposes of this Section, as a call for an
14 employee to perform work after he/she has left the work site for the day,
15 but before his/her next scheduled day.

16 8.6.2 Any full-time employee who is called back during the regular workweek
17 shall be compensated for a minimum of two (2) hours at the overtime
18 rate. A call-back for the sixth day, seventh day, holiday, or contracted
19 non-work day shall be compensated for a minimum of four (4) hours at
20 the overtime rate, except when a call-back on the sixth day, seventh day,
21 holiday, or contracted non-work day is for alarm resets which will be
22 compensated for only two (2) hours at the overtime rate.

23 8.6.3 Any part-time employee who is called back during the regular
24 workweek shall be compensated for a minimum of two (2) hours at the
25 overtime rate when the total hours exceed seven and one-half (7½). A
26 part-time employee who is called back for the sixth day, seventh day,
27 holiday, or other contracted non-work day shall be compensated for a
28 minimum of four (4) hours at the overtime rate.

1 8.6.4 There shall be no pyramiding of overtime and nothing in this Agreement
2 shall require payment of overtime more than once for the same hours
3 worked.

4 8.7 **Layover Time – Bus Drivers**

5 All part-time bus drivers shall be paid their regular rate of pay for layover periods
6 between scheduled driving times of one-half (1/2) hour or less. During this paid
7 non-driving time, employees shall be assigned, as required, to other duties.

8 8.8 **Specialized Physical Health Care Stipend**

9 Instructional aides who are assigned to work with designated full inclusion students
10 and who perform procedures such as diapering, catheterization, tracheotomies,
11 suctioning, postural drainage, colostomy care, and tube feeding shall receive a
12 stipend that is five percent (5%) above the employee's regular base salary for the
13 hours assigned.

14 8.8.1 (Pursuant to the Instructional Aide Reclassification Agreement dated February
15 22, 2019) the Specialized Physical Health Care duties established in this section
16 have been incorporated into the job description of the Instructional Aide II. As
17 such, employees serving in the Instructional Aide II classification who perform
18 these duties shall not be entitled to the stipend.

19 8.9 **Payroll Information**

20 No later than March 30 of each year, the District shall provide each unit member
21 with a worksheet containing the following information: name, work site, FTE,
22 salary range, step, hourly salary, monthly salary, longevity step, vacation balance as
23 of January 31, and sick leave balances as of January 31.

24 8.10 **Tool Stipend for Plumbers, Electricians and Carpenters**

25 8.10.1 The District shall issue each of these employees one set of tools.
26 Employees are not authorized to purchase additional tools or supplies
27 with District money without prior written authorization from a manager
28 or supervisor.

1 department that the “Lead” or “Foreperson” oversees. Once
2 the bargaining unit member with the most seniority has been
3 offered an opportunity to serve as a substitute, that member
4 will be moved to the bottom of the rotation list regardless of
5 unit member’s acceptance or refusal of the opportunity. The
6 next opportunity will be offered to the next most senior
7 person on the list, and so on.

8 8.11.2.4 Time served as a substitute shall be paid in accordance with
9 **Section 8.5 of this Article.**

10 **8.12 Interpreter/Translator Stipend**

11 The District offers interpreter and translator training for multilingual employees
12 who are interested in providing interpreting and translation services to the District.
13 Eligible multilingual employees shall complete a District chosen and sponsored
14 training, where they will be assessed to determine their interpreting, translating, and
15 language skills. Based on these assessments, participants are awarded a District
16 certificate that specifies the type of interpreting and translation services they can
17 offer. Trained interpreters are eligible to receive **the current rate on the**
18 **miscellaneous salary schedule (Appendix H), which shall be no less than a**
19 **\$32.00 per hour stipend in addition to their hourly wages and \$.10/word for**
20 **translation. If the District increases the above referenced stipends, bargaining**
21 **unit employees shall receive the higher rate.** To receive the stipend, the following
22 procedures must be followed:

23 8.12.1 Classified employees will only be paid the stipend for interpreting and
24 translation if the service they perform is outside of their job description.

25 Interpreting usually involves interpreting directly for two different parties,
26 one in English and the other in the target language. Translation involves
27 translating typical District communications.

28 8.12.2 Depending on the result of the assessment, interpreters may be restricted to
interpret in certain settings, as determined by the District. For example,
only gold rated interpreters can be assigned to IEP meetings.

8.12.3 The certificate awarded to the interpreter has no official standing outside of

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the San Mateo Union High School District.

8.12.4 The interpreter will track the time spent interpreting through the completion of a “variable form”. Time will be recorded in five-minute increments and shall be rounded-up to the nearest fifth minute (i.e. if the interpreter interprets for 12 minutes, he/she may claim 15 minutes). Variables must be signed by the Principal or his/her designee and submitted to the Manager of EL and Academic Support Programs on a monthly basis. The translator will be paid \$.10/word.

8.12.5 Requests for interpreter and translator services shall be made with advance notice to the immediate supervisor, however, the requestor may contact the interpreter/translator prior to checking for availability. If an urgent need arises, last minute requests may be made directly to the interpreter/translator, but the interpreter/translator shall only be released from their work duties with approval from their supervisor.

8.12.6 If an interpreter/translator or the immediate supervisor determines that being released from regular duties to interpret/translate would create an undue burden, the interpretation/translation assignment may be refused.

8.12.7 Trained Interpreters may be requested by the District to interpret at other sites within the District. In rare circumstances, interpreters may be assigned to interpret at other sites. An example of a circumstance would be a District need for interpreting in a language other than the language spoken by the site’s interpreter(s). When assigning Interpreters to other sites, the requestor shall make a concerted effort to choose an Interpreter at a nearby site.

8.12.8 Travel time to other sites for the purposes of interpreting shall be paid at the employee’s regular rate of pay, plus mileage. The employee is responsible for tracking mileage on the appropriate forms and promptly submitting them to their supervisor. All time spent interpreting away from the employee’s primary site shall be recorded in AESOP as “school business”.

8.12.9 Indemnification: The District shall provide interpreters/translators, without cost to the employee, a legal defense and indemnification for any and all civil liability related to any civil claim against a trained interpreter/translator for performing interpreter/translator services.

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8.12.10 Interpreters/translators may resign their interpreter/translator role due to extenuating circumstances. Resignation requests should be forwarded to their immediate supervisor, in writing and discussed in-person.

8.13 Athletic Coaching Stipends

Effective July 1, 2022, bargaining unit employees shall receive the same athletic stipend rates when performing co-curricular athletic coaching that are paid to members of the certificated bargaining unit who are performing co-curricular athletic coaching duties.

1 increase in the average hours worked per week over their regular
2 assignment, not including paid overtime, based on the contribution
3 described in Appendix C. This section shall exist in conjunction with
4 the Temporary Extra Work MOU, which is contained as an appendix of
5 this agreement.

6 9.1.5 Unit employees on leave without pay status may elect to purchase
7 health, dental and vision insurance through the existing District policies.
8 An employee who so elects must provide the District with checks in the
9 amount of the monthly premium in accordance to the directions supplied
10 by the District. Failure to do so, or default of any check submitted for
11 payment, may result in immediate cancellation of the insurance policy
12 and it shall be the employee's responsibility to reactivate such cancelled
13 insurance. The District's ability to offer the health and welfare insurance
14 option stated in this paragraph will be subject to the terms and
15 conditions of the respective insurance company.

16 9.1.6 The District will offer an IRC Section 125 plan subject to the procedures
17 established by IRC Section 125.

18 9.1.6.1 The District shall maintain an IRC 125 Plan whereby unit
19 members can pay for out-of-pocket health insurance premiums, excess
20 medical costs, dependent day care with pre-tax dollars consistent with
21 carrier requirements. No fee or expenses shall be charged to unit
22 members for implementation and operation of the IRC 125 Plan. The
23 District will match up to \$400 per year any contribution a unit member
24 makes to the unit member's medical or limited purpose IRC 125 Plan.

25 **9.1.6.2 In lieu of the \$400 IRC 125 contribution, the District will**
26 **provide a \$400 stipend to any unit member who provides proof that**
27 **they paid at least \$400 during the fiscal year towards student loan**
28 **debt.**

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9.2 **Retirement Benefit Insurance Incentive**

9.2.1 The District will provide health care premium credit for eligible retired members of the bargaining unit. To be eligible for this benefit, the retiree must have at least ten (10) full years of actual service with the District and be at least fifty-five (55) years of age.

9.2.2 This incentive is available for full-time employees electing retirement by June 30, if proper written notice is provided the District by May 1. For those employees working less than full-time, the District will provide a pro-rated amount of the \$250, based on number of hours worked per week (see Appendix C). The full-time employees who select this incentive within the limits described above shall have credited against their elected health care coverage (which must be a District-offered plan) \$250 per month, or a pro-ration thereof, for a maximum of ten (10) years or until their sixty-fifth (65th) birthday, whichever comes first.

9.2.3 It shall be the retiree's responsibility to keep the District informed regarding the insurance plan that he/she selects. Failure to do so which results in overpayment to the insurance company may result in an equivalent credit reduction to the retiree. In the event that a retiree who has selected this plan deceases prior to age sixty-five (65), the credit under this plan will be discontinued.

9.2.4 In the event of the death of a retired employee who is participating in the District medical benefit program, the retiree's spouse may continue to participate, for life, in the District's medical benefit program at the spouse's expense, contingent on health carrier approval.

9.3 **Domestic Partner Coverage**

Domestic partner coverage shall be added to applicable health insurance coverage consistent with carrier requirements.

1 **ARTICLE X: HOLIDAYS**

2 10.1 The District agrees to provide all twelve (12)-month employees in the bargaining
3 unit with the following **sixteen (16)** paid holidays in each year of the contract:

- 4 1. Independence Day
- 5 2. Labor Day
- 6 3. Admissions Day (to be placed by District)
- 7 4. Veterans Day (to be placed by District)
- 8 5. Thanksgiving Day
- 9 6. Working day following Thanksgiving
- 10 7. Working day preceding or following Winter Holiday (to be determined by
11 the District)
- 12 8. Winter Holiday (December 25)
- 13 9. Working day preceding or following New Year's Holiday (to be determined
14 by the District)
- 15 10. New Year's Day Holiday
- 16 11. Martin Luther King, Jr. Day
- 17 12. Lincoln Day (to be placed by District)
- 18 13. Presidents' Day
- 19 14. Memorial Day
- 20 15. One (1) additional winter holiday to be designated by the District
- 21 **16. Juneteenth Holiday (June 19)**

22 10.2 Employees whose work year is less than twelve (12) months shall be allowed the
23 holidays listed above falling within their work period, provided that they were in
24 paid status on the working day of their normal assignment immediately preceding
25 or succeeding the holiday period.

26 10.3 When a holiday herein listed falls on a Sunday, the following Monday shall be
27 deemed to be that holiday. When a holiday herein listed falls on a Saturday, the
28 proceeding Friday shall be deemed to be the holiday.

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10.4 In addition to those days listed herein, any day declared a holiday for state school employees by the President or California Governor shall be a paid holiday for employees in the bargaining unit.

10.5 While on leave of absence with pay (vacation, illness, etc.), employees shall be compensated for holidays that occur during their leave. Payment for such holiday time shall not be charged against vacation or sick leave benefits.

1 shall indicate preferred vacation dates for the following fiscal year. If an
2 employee does not return the completed vacation calendar, he/she shall
3 not have priority for subsequent requested dates if another employee has
4 already been approved to take vacation on those dates.

5 11.2.2 Once an employee submits their intended vacation schedules for the
6 following fiscal year, the employee's immediate supervisor shall provide
7 a written response whether the vacation dates submitted are approved or
8 denied within ten (10) days of receipt.

9 11.2.3 Nothing in this article shall prevent any employee from revising their
10 approved vacation schedule or requesting alternative dates throughout
11 the fiscal year, provided the revisions are approved by the immediate
12 supervisor. Supervisors shall respond, in writing, to all revision
13 requests within ten (10) working days from the date that they were
14 notified by the employee of the request.

15 11.2.4 If an employee's requested change to the submitted vacation calendar is
16 not approved by the Supervisor and the Parties cannot mutually agree to
17 alternative dates, the employee may submit the issue to Human
18 Resources Department for resolution.

19 11.2.5 Unused vacation time shall carryover for use in the next fiscal year to a
20 maximum total carryover of ten (10), unless the employee has notified
21 Human Resources in writing by March 31 that the employee wishes to
22 be paid out in cash for any portion of their carryover vacation days.

**If an employee wishes to carry over more than ten (10) days of
23 vacation into the following fiscal year, they shall request written
24 approval from their Supervisor by March 31. The immediate
25 supervisor shall respond to the employee's written request in
26 writing within ten (10) working days from the date the employee's
27 request was made.**

28 If the employee has more than ten (10) days of earned and accumulated
vacation at the end of the fiscal year, the excess days shall be paid in
cash to the employee no later than October 31. Upon request of the

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employee, the District shall provide the calculations used to determine the vacation pay-out.

11.2.6 Under special or extraordinary circumstances, a supervisor may request an employee to change the preapproved vacation dates.

11.2.7 All subsequent requests for vacation and vacation changes will be considered by the immediate supervisor, and shall be determined by the following criteria and in the following order:

- A. School calendar and District needs;
- B. The workload within the employee’s area of responsibility;
- C. The number of employees absent from work;
- D. The personal needs of the individual;
- E. In the event that two (2) or more employees at the same work site make a request at the same time for the same period of available vacation time, the employee with the longest period of employment with the District shall receive priority consideration.

11.3 **Utilization of Vacation**

11.3.1 Vacation time may not be taken until a unit member has been employed for at least six (6) months and shall not be accumulated beyond the one (1)-year entitlement under normal circumstances.

11.4 **Interruption or Termination of Vacation**

Permanent unit employees may interrupt or terminate vacation leave in order to begin another type of paid leave allowed in this Agreement without return to active service, provided that the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination. Interruption for illness shall be when such illness is for more than five (5) days and shall be verified by a statement from a physician.

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11.5 **Vacation Status Upon Termination of Service**

Upon termination of employment with the District, vacation time accumulated and not used, shall be paid at the regular salary rate of employment during the period earned, except that employees who have not completed two (2) months of employment in regular status shall not be entitled to such compensation.

11.6 **Vacation Allowances – 12 Month Employees**

Only twelve (12)-month employees may schedule their vacation during the school year.

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quarantine for a period exceeding five (5) days, or if a pattern of abuse exists, must be verified by a written statement from a physician that the employee is medically unable to work. For absences exceeding five (5) days, the physician must release the employee to return to work, whether in the original or a subsequent note. If no restrictions are listed, then the employee will resume full duty. If the employee has medical restrictions, the employee must provide a physician's note explaining the limitations or restrictions. This section shall not restrict the District from requesting verification of reasons for absence whenever necessary. Falsification of such statements shall result in appropriate disciplinary action and adjustment of pay.

12.1.5.2 A "pattern of abuse" may include, but is not limited to, occurrence of absences in patterns, such as the following:

1. Repeated absences before or after weekends or holidays, such as more than three (3) in a three (3)-month period;
2. Repeated absences on a particular day or days of the week, such as more than three (3) in a three (3)-month period; and
3. Repeated absences at a particular time or particular days of the year, such as skiing or other seasonal activities.

12.1.5.3 An employee who has engaged in a pattern of abuse, and has therefore been required to verify the reason for any absence with a statement from a physician, shall be relieved from such special requirement after one (1) year of compliance,

provided that no further pattern of abuse occurs.

12.2 **Sick Leave**

12.2.1 Amount of Sick Leave

12.2.1.1 Every full-time twelve (12)-month employee, employed for five (5) days a week by the District, shall be entitled to twelve (12) days of sick leave with full pay for illness, injury, disability, or quarantine per each fiscal year of service.

12.2.1.2 Full-time unit employees employed five (5) days a week, who are employed for less than a full fiscal year, shall be entitled to that proportion of twelve (12) days' of sick leave with pay for illness, injury, disability, or quarantine as the number of months of employment bears to twelve (12).

12.2.1.3 Unit employees who work less than full-time shall be entitled to sick leave with pay for illness, injury, disability, or quarantine on the following basis:

Paid Time X 90 Hours

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12.2.1.4 Sick leave shall be accumulated indefinitely for each unit employee, as provided by the Education Code.

12.2.1.5 Credit for sick leave need not be accrued prior to taking such sick leave by the employee; provided, however, that a new employee of the District shall not be eligible to take more than six (6) days or the proportionate amount to which he/she is entitled under this provision until the first day of the calendar month after completion of six (6) months of active service with the District.

12.2.1.6 An employee who averages more regular hours per week than his/her regular assignment shall have his/her accrued

1 sick leave adjusted at the end of the school year in
2 accordance with the average hours worked during the year.
3 For an employee who averages more regular hours per week
4 than his/her regular assignment and who must take long-term
5 disability for a period of six (6) weeks or more, the District
6 will use the average hours worked during the twelve (12)
7 months immediately preceding the disability period to
8 calculate the average hours worked as of the date of the
9 commencement of the disability. For purposes of
10 reimbursement at the end of the school year, the average
11 hours worked, as of the commencement of the first such
12 disability in the school year will be the figure used to
13 determine the amount of reimbursement. Any salary owed
14 will be the figure used to determine the amount of
15 reimbursement. Any salary owed will be reimbursed prior to
16 August 15 of that year.

17 12.2.2 Absence for Less Than Four (4) Hours

18 If an employee needs to be absent from work for a period of four (4)
19 hours or less for the purpose of medical and/or dental appointments,
20 such time off may be granted subject to approval of the immediate
21 supervisor, and if, whenever possible, at least twenty-four (24) hours
22 prior notification is given. With the consent of the employee's
23 supervisor, the employee may make up the time rather than having it
24 deducted from accumulated sick leave if:

25 12.2.2.1 The time is made up during the same day or work week and
26 results in no overtime liability for the District.

27 12.2.2.2 The supervisor determines that there is work for the
28 employee to perform.

12.2.2.3 All time off and/or made up must be reported.

12.2.3 Any sick leave on more than three (3) consecutive scheduled workdays shall be charged against the twelve (12)-week period guaranteed by the Family and Medical Leave Act (FMLA), provided such absence meets the criteria for "serious health condition," as defined in the FMLA. The District shall notify the employee, in writing, that such action is taking place (see Appendix E, FMLA Fact Sheet).

12.3 **Extended Sick Leave with Partial Pay**

At the beginning of each fiscal year, each regular unit employee shall be credited with a total of not less than one hundred (100) working days of paid sick leave, including days of sick leave offered in this Agreement. The paid sick leave authorized by this Section shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled. Sick leave utilized for absence for illness, injury, disability, or quarantine that extends beyond the number of days of sick leave allowed under Article 12.2 shall be termed extended sick leave. Such extended sick leave shall not exceed one hundred (100) working days per fiscal year **for all purposes as provided by Education Code 45196**. Extended sick leave shall be paid at the rate of fifty percent (50%) of the employee's regular salary and shall not be cumulative.

12.4 **Industrial Injury or Illness Leave**

12.4.1 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 leave of up to sixty (60) working days in any one (1) fiscal year for the same injury or illness. This leave shall run consecutively with other earned and available leaves. 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. Payment for wages lost on any day

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shall not, when added to an award granted the employee under the workers' compensation laws of this State, exceed the employee's regular wage for the day.

12.4.2 The industrial injury or illness leave is to be used in lieu of sick leave benefits. When entitlement to industrial injury 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 Article 12.4.2, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the workers' compensation award, provides for a day's pay at the employee's regular rate of pay.

12.4.3 Any time an employee on industrial injury or illness leave is able to return to work, he/she shall be reinstated in the same position. Such leave shall not be considered a break in service.

12.4.4 Any absence due to an industrial injury or illness is to be verified by a statement or proof from a physician, and prior to work the employee shall furnish the District a statement from a physician, releasing the employee to perform all duties of this position.

12.4.5 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to resume the duties of the employee's position, the person shall, if not placed in another position, be placed on the reemployment list for a period of thirty-nine (39) months, in accordance with the provisions of the Education Code. An employee who has been placed on a reemployment list who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

1 12.4.6 Any industrial illness or injury leave of more than three (3) consecutive
2 scheduled workdays shall be charged against the twelve (12)-week
3 period guaranteed by the Family and Medical Leave Act (FMLA),
4 provided such absence meets the criteria for "serious health condition,"
5 as defined in the FMLA. The District shall notify the employee, in
6 writing, that such action is taking place.

7 12.5 **Bereavement (Immediate Family)**

8 **12.5.1 Definitions: The term "domestic partner", as used in this section,**
9 **shall not be limited to a legal domestic partnership and will be more**
10 **loosely defined to mean a "live-in" partner. Employees in domestic**
11 **partnerships may be required to complete the District's Domestic**
12 **Partner affidavit.**

13 **12.5.2** Bereavement leave with pay up to three (3) days, or five (5) days if
14 travel beyond **three hundred (300)** miles from the District Office is
15 required, shall be allowed all unit employees on account of the death of
16 any member of the immediate family **occurring within the previous**
17 **twelve (12) months.** Such leave shall not be cumulative. **In the event of**
18 **the death of a spouse, domestic partner or child, the bereavement**
19 **leave with pay shall be two (2) additional days.**

20 **12.5.3** Immediate family is defined as: mother, father, grandmother,
21 grandfather, or a grandchild of the employee or of the spouse of the
22 employee, and the spouse, mother-in-law, father-in-law, son, son-in-law,
23 daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law,
24 domestic partner or any relative, stepsibling, stepparent, or stepchild
25 living in the immediate household of the employee.

26 **12.5.4 An employee may make a written request to Human Resources for**
27 **consideration to use Bereavement Leave for the death of immediate**
28

1 family members which are not defined in this section because they
2 are part of an employee's non-conventional familial arrangement.

3
4 12.6 **Illness or Injury in the Immediate Family**

5 Employees may be granted a maximum of three (3) days' leave per year with pay
6 upon serious illness or injury in the immediate family, as defined in Article 12.5
7 above. Such leave shall not be cumulative. It is understood that serious
8 illness/injury for which leave under this Section is granted, meets the definition of
9 "having important or dangerous consequences" and is reserved for such instances
10 as, but not limited to, hospital illness/emergency or admission, day of operation, or
11 serious illness at home where other arrangements for care cannot be obtained.
12 Verification must be provided upon request.

13 12.7 **Jury Duty**

14 Leaves of absence for jury duty pursuant to summons shall be granted without loss
15 of pay. Fees paid the employee for such purposes shall be payable to the District.
16 This Section shall be applicable when the employee's required duty is in conflict
17 with the employee's assigned work schedule. Up to one (1) hour of travel time shall
18 be allowable at the beginning or end of duty requirements, as applicable to the
19 employee's assignment.

20 12.8 **Military Leave**

21 12.8.1 Any employee who is a member of the reserve corps of the armed forces
22 of the United States of America, the National Guard, or the Naval
23 Militia or who are inducted, enlisted, or otherwise ordered to active
24 military duty shall be granted such leave and military leave pay, as is
25 provided by law.

26 12.8.2 A copy of the military orders must accompany the request for leave for
27 verification of military duty prior to granting of the leave. Any
28 employee who volunteers for military leave that is not mandated as part

1 of the reserved military services must be pre-approved, in writing, by the
2 supervising administrator prior to the employee requesting such leave
3 from the military.

4 **12.9 Personal Necessity Leave**

5 12.9.1 A maximum of seven (7) working days per year may be used by a unit
6 employee from his/her available sick leave if he/she is required to be off
7 work because of the following compelling personal emergencies:

8 12.9.1.1 Death of a member of his/her immediate family when
9 additional leave is required beyond that provided in Article
10 12.5 above.

11 12.9.1.2 Accident involving his/her person or property or the person
12 or property of a member of his/her immediate family.

13 12.9.1.3 All other requests for personal necessity leave must be pre-
14 approved by the principal or immediate supervisor and shall
15 be used only for the following reasons:

- 16 1. Religious holiday;
- 17 2. Appearance in any court or before any administrative
18 tribunal as a litigant or party, not under subpoena;
- 19 3. Compelling personal importance (specified at time of
20 pre-approval);

21 12.9.1.4 For reasons not enumerated above, an employee may be
22 allowed up to three (3) of the seven (7) days of personal
23 necessity leave, if the Associate Superintendent Human
24 Resources Administrative Services determines that the
25 employee's reason for requesting leave under this Article
26 12.9 are arguably compelling reasons and arguably non-
27 permissible reasons; an employee may use up to three (3)
28 days of personal necessity leave for reasons of personal

1 business that cannot be carried out at times other than the
2 regular workday. For purposes of pre-approval, the
3 employee shall only be required to state "personal business"
4 as the reason for requesting such leave; and extended sick
5 leave (half-pay) may not be used for personal necessity leave.

6 12.9.1.5 No such leave shall be used for business of CSEA or its
7 affiliates or for vacation, personal business for profit, or
8 other similar situations.

9 12.9.1.6 It shall be the responsibility of the employee to notify his/her
10 supervisor of the absence request. Appeal for such personal
11 necessity leave shall be made only upon the employee's
12 written statement, requesting that the absence be charged
13 against the employee's sick leave and that the absence was
14 due to a personal necessity. Requests for this leave made
15 without pre-approval (except Articles 12.9.1.1 & 12.9.1.2
16 above) shall be denied.

17 **12.10 Parental Leave**

18 The purpose of this section is to implement section 45196.1 of the California
19 Education Code.

20 12.10.1 During each school year, bargaining unit members may use any
21 remaining sick leave from Article 12.2 and any remaining extended
22 sick leave with partial pay from Article 12.3 for purpose of parental
23 leave for a period of up to twelve (12) workweeks. The twelve (12)
24 workweek period of parental leave shall be reduced by any period of
25 sick leave, including accumulated sick leave, taken during a period
26 of parental leave. If the unit member has exhausted all extended sick
27 leave with partial pay, then the unit member shall continue to earn
28 50% pay during the remaining portion of the twelve (12) workweek

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period of Parental Leave.

12.10.2 An employee shall not be provided more than one twelve (12) workweek period for parental leave during any twelve (12) month period.

12.10.3 Parental leave taken pursuant to this section shall run concurrently with parental leave taken under the Family Medical Leave Act and/or California Family Rights Act.

12.10.4 Bargaining unit members shall not be required to have one thousand two hundred fifty (1,250) hours of service with the employer during the previous twelve (12) month period in order to take parental leave pursuant to this section.

12.10.5 “Parental leave” means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

12.11 Leaves of Absence Without Pay

12.11.1 Personal Leave Without Pay — Non-Industrial Injury or Illness

12.11.1.1 A permanent employee who has exhausted all entitlement to sick leave, vacation, or other available paid leave and who is absent because of non-industrial injury or illness may be granted additional unpaid leave not to exceed six (6) months. The District may renew the leave of absence for up to an additional six (6)-month period, but not to exceed a total of twelve (12) months.

12.11.1.2 The employee, upon ability to resume duties of the position within the class to which he/she was assigned, may do so any time during the leave of absence granted under this policy and the time lost will not be considered a break in service.

1 unit member because he/she has exhausted all accrued sick
2 leave and any other paid time, excluding extended sick leave.

3 12.12.1.3 Eligibility for catastrophic leave credits shall run
4 concurrently with sick leave with half-pay pursuant to Article
5 12.3, but in no event longer than one hundred (100) days
6 following the exhaustion of fully paid sick leave, or for
7 employees who are covered by District long-term disability
8 insurance, no longer than the date that long-term disability
9 benefits commence.

10 12.12.1.4 Unit members will not be eligible to use catastrophic leave
11 credits unless they have previously donated sick leave credits
12 to the reserve. Previously donated, as used in this paragraph,
13 means having donated sick leave credits during the period as
14 defined in Article 12.11.2 below.

15 12.12.1.5 Catastrophic leave credits may be used in full day increments
16 only.

17 12.12.2 Procedure for Contributing Sick Leave Credit

18 12.12.2.1 A unit member may contribute sick leave in an amount not
19 exceeding the number of hours in the unit member's regular
20 workday in any one (1) fiscal year.

21 12.12.2.2 If a minimum of thirty (30) unit members fail to contribute
22 sick leave credits to the leave bank in two (2) consecutive
23 open enrollments, the catastrophic leave provision in this
24 Article shall automatically be rescinded and any unused sick
25 leave credits in the catastrophic leave reserve shall be
26 returned, on a proportionate basis if need be, to those who
27 donated credits and who did not use any catastrophic leave
28 benefits.

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12.12.2.3 Sick leave credits may only be contributed during an open enrollment period specified by the Joint CSEA-District 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.

12.12.2.4 Contributions of sick leave credits are irrevocable and shall be for the number of hours in the employee's regular workday, but no more than eight (8) hours.

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

12.12.3 Joint CSEA-District Catastrophic Leave Committee

12.12.3.1 A joint CSEA-District Committee comprised of two (2) representatives and an alternate of each party shall administer the provisions of this Article.

12.12.3.2 The duties of the joint committee established by Article 12.12.3.1 shall include the following:

- a. Determine that the unit member is eligible for catastrophic leave;
- b. Determine the number 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;
- c. Establish procedures for requesting and for donating catastrophic leave credits. Any procedures

1 established shall have the express approval of both
2 parties. The committee shall act prudently to ensure
3 that a sufficient number of days are in the
4 catastrophic leave bank to meet anticipated needs;

5 d. Approve and designate appropriate forms for
6 donating and requesting catastrophic leave credits;

7 e. Determine method of pro-ration for sick leave days
8 returned to donor upon discontinuance of program;
9 and

10 f. Committee members shall be bound by appropriate
11 rules of confidentiality.

12 12.12.3.3 The joint committee may request that an applicant for
13 catastrophic leave apply for PERS disability allowance in
14 lieu of using the leave provided in this Section.

15 12.12.4 Miscellaneous

16 12.12.4.1 Unit members do not accrue sick leave while using
17 catastrophic leave credits;

18 12.12.4.2 Unit members receiving workers' compensation benefits for
19 industrial illness/injury shall not be entitled to use
20 catastrophic leave credits provided in this Section;

21 12.12.4.3 Approval or denial of catastrophic leave requests by the joint
22 committee shall be final, and not subject to appeal or subject
23 to provisions of Article V, Grievance Procedure of this
24 Agreement;

25 12.12.4.3 District-paid health and welfare benefits shall end when
26 extended sick leave (half-pay) provided in Article 12.3
27 would have ended had catastrophic leave not been granted.
28 Unit members using catastrophic leave beyond the one

1 hundred (100) days of half-pay sick leave may request a
2 leave of absence without pay as outlined in Article 12.10 and
3 continue health and welfare benefit coverage by paying the
4 appropriate premiums;

5 12.12.4.4 Maximum number of days that can be accumulated in the
6 catastrophic leave reserve shall be no greater than the
7 number of employees in the bargaining unit; and

8 12.12.4.5 Catastrophic leaves, if granted, shall not commence until all
9 sick leave is exhausted, or ten (10) days after illness
10 commences, whichever is later.

11 **12.13 Leave for Child-Related Activities**

12 Pursuant to Labor Code Section 230.8, a unit member who is a parent/guardian of a
13 child(ren) of an age to attend any of the grades k-12 or a program offered by a
14 licensed care provider may use up to a maximum of forty (40) hours of personal
15 necessity leave under Section 12.9, vacation under Article XI, or compensatory
16 time off each school year in order to:

17 12.13.1 Find, enroll, or reenroll the unit member's child in a school or with a
18 licensed child care provider or to participate in activities of the
19 school or licensed care provider of his/her child provided the unit
20 member gives the District three (3) calendar days advance notice of
21 the absence. Leave for this purpose shall not exceed eight (8) hours
22 in any calendar month.

23 12.13.2 Address a school or child care emergency, provided that the unit
24 member gives the District as much advance notice as possible under
25 the circumstances. For purposes of this section, an emergency exists
26 when the child cannot remain in school or with a child care provider
27 due to one of the following circumstances:

28 a. A request by the school or child care provider that the child

1 picked up;

2 b. Behavioral or discipline issues;

3 c. Closure or unexpected unavailability of the school or child
4 care provider, excluding planned holidays; or

5 d. A natural disaster, including, but not limited to, fire,
6 earthquake, or flood.

7 For purposes of this leave, parent/guardian includes a parent,
8 guardian, stepparent, foster parent, grandparent, or person who
9 stands in loco parentis to a child.

10 12.13.3 Upon request by the District, the unit member shall provide
11 documentation from the school or licensed child care provider that
12 the unit member engaged in permitted child-related activities on a
13 specific date and at a particular time.

14 12.14 Leave for Crime Victims

15 Pursuant to Labor Code Section 230.2, a unit member may use accrued sick leave,
16 personal necessity leave under Section 12.9, vacation under Article XI, or
17 compensatory time off to attend judicial proceedings related to a crime when the
18 unit member is a victim, or a member of the immediate family of the victim,
19 registered domestic partner, or child or a registered domestic partner is a victim of a
20 violent felony as defined in Penal Code Section 667.5(c), a serious felony as
21 defined in Penal Code Section 1192.7(c) or a felony pursuant to a law proscribing
22 theft or embezzlement. For purposes of this section only, if the unit member has no
23 available accrued leave, the unit member may use unpaid leave.

24 Before taking this leave, the unit member shall give the unit member's supervisor a
25 copy of the notice of each scheduled proceeding within 24 hours of receipt that is
26 provided by the responsible agency, unless advance notice is not feasible. When
27 advance notice is not feasible or an unscheduled absence occurs, the unit member
28 shall, upon return to work after the absence, provide the District with

1 documentation of the judicial proceeding from the court or government agency
2 setting the hearing, the district attorney or prosecuting attorney's office, or the
3 victim/witness office that is advocating on behalf of the crime victim. The District
4 shall keep confidential any records provided by the unit member regarding the unit
5 member's absence from work by reason of this leave of absence.

6 12.15 Leave of Victims of Domestic Violence, Sexual Assault and Stalking

7 Pursuant to Labor Code Sections 230 and 230.1, a unit member who is a victim of
8 domestic violence, sexual assault, or stalking as defined by law may use accrued
9 sick leave, personal necessity under Section 12.9, vacation under Article XI or
10 compensatory time off to attend to the following activities:

- 11 a. Obtain or attempt to obtain any relief, including, but not
12 limited to, a temporary restraining order, restraining order, or
13 other injunctive relief to help ensure the health, safety, or
14 welfare of the unit member or the unit member's child.
- 15 b. Seek medical attention for injuries caused by domestic
16 violence, sexual assault, or stalking.
- 17 c. Obtain services from a domestic violence shelter, program,
18 or rape crisis center as a result of domestic violence, sexual
19 assault, or stalking.
- 20 d. Participate in safety planning and take other actions to
21 increase safety from future domestic violence, sexual assault,
22 or stalking, including temporary or permanent relocation.

23 Before taking time off work, a unit member shall give three (3)
24 calendar days advance notice to the unit member's supervisor, unless
25 advance notice is not feasible. In all cases, however, the unit
26 member must notify the District before the unit member's scheduled
27 start time or before leaving the work site. When an unscheduled
28 absence must occur, the unit member shall provide, within a

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reasonable period of time, certification of the absence in the form of any of the following:

- a. A police report indicating that the unit member was a victim of domestic violence, sexual assault, or stalking;
- b. A court order protecting or separating the unit member from the perpetrator of an act of domestic violence, sexual assault, or stalking, or other evidence from the court or prosecuting attorney that the employee has appeared in court;
- c. Documentation from a domestic violence or sexual assault counselor as defined by law, licensed medical professional or health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence, sexual assault, or stalking.

To the extent authorized by law, the District shall maintain the confidentiality of the unit member.

12.16 Paid Family Care Leave and Additional Leave for Crime Victims

Pursuant to Labor Code Section 233 and 246.5, in any school year, unit members may use up to a maximum of one-half (1/2) of the days of sick leave that is credited under Article 12.2 (Sick Leave) for any of the following reasons:

12.16.1 Diagnosis, care, or treatment of an existing health condition of, or preventive care for a unit member’s family member. For the purposes of using sick leave under this Section only, “family member” shall mean a unit member’s parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent.

12.16.2 In addition, with appropriate certification of a unit member who is a victim of domestic violence, sexual assault, or stalking may use

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accrued paid sick leave under this Section for the following reasons:

- a. To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim’s child;
- b. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- c. To obtain services from a domestic violence shelter, program, or rape crisis center;
- d. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
- e. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

12.17 Paid Pregnancy Disability Leave

A unit member who is expecting a child and in the course of her pregnancy becomes unable to work according to the unit member’s physician shall be entitled to a paid leave of absence for the period of her disability not to exceed six (6) weeks. This paid leave shall in addition to and exclusive of, any other leave entitlement provided to the unit member under the terms of this Agreement and shall not be deducted from the unit member’s sick leave under Section 12.2 above or the unit member’s extended sick leave under Section 12.3. In the event that a paid leave of absence specifically for pregnancy disability is enacted by the legislature, this provision shall be superseded by that legislation and either party may reopen this section for negotiation.

1 involuntary. Transfers are made by the District in the best interest
2 of the District in accordance with provisions of this Article. A
3 transfer may not be delated during review of a grievance filed
4 regarding the procedures set forth in these provisions.

5 **13.2.4** When a permanent unit employee is transferred to a position that
6 has the same salary range, he/she shall retain the same salary
7 position and the same anniversary date.

8 **13.2.5** When a vacancy occurs in a classification to which employees are
9 assigned more than one shift, these transfer provisions shall apply.

10 **13.3 Consideration**

11 **13.3.1** Prior to filling vacancies, the District shall first offer vacant
12 positions to qualified bargaining unit employees on the
13 reemployment list in accordance with applicable provisions of the
14 Education Code.

15 **13.3.2** If not qualified employee on a reemployment list fills the vacancy,
16 the District shall fill the vacancy from a candidate in one of the
17 following:

18 **13.3.2.1 Employee Voluntary Transfers**

19 **13.3.2.1.1** Any bargaining unit employee may apply for a
20 transfer within the posting period.

21 **13.3.2.1.2** All bargaining unit employees who apply for a
22 transfer shall be granted an interview.

23 **13.3.2.1.3** Capability to perform the required duties of the
24 vacant position, as evidenced by training,
25 experience, previous work record, including
26 attendance, length of service with the District, or
27 other needs of the District shall be criteria
28 considered in selection. Length of service with the

1 District shall be a prime factor in determining
2 transfers of qualified employees possessing the
3 capabilities to fill the vacant position.

4 13.3.2.1.4 If employee's request for transfer is denied, the
5 employee must be notified in writing by the
6 District.

7 13.3.2.2 Promotions or employees applying for a non-promotional vacancy
8 in a different job classification.

9 13.3.2.2.1 Employees who apply for a vacancy shall be
10 granted an interview if they meet the minimum
11 qualifications on the job posting.

12 13.3.2.2.2 If an employee is not selected to fill the vacancy,
13 the employee must be notified in writing by the
14 District.

15 13.3.2.3 Hires from outside the District. The District may select an applicant
16 from outside the District to fill the vacancy.

17 13.4 **Promotional Probation Period**

18 When a permanent employee is hired into a promotional classification, he/she
19 shall be considered in probationary status for a period not to exceed three (3)
20 months or 60 days of actual service, whichever is longer, with the following
21 conditions:

22 13.4.1 A promoted employee may be returned to the previous classification
23 within the probationary period without resorting to contract
24 disciplinary or grievance procedures if performance in the new
25 classification is inadequate.

26 13.4.2 A promoted employee who is returned to their previous
27 classification, shall be returned to their previous position in that
28 classification. If the employee's previous position has been filled

1 with another employee, the returning employee shall displace the
2 other employee.

3 13.4.3 All other reasons for removal from the new classification will be
4 handled under contract disciplinary procedures.

5 13.5 **Employer Initiated Transfers (Administrative Transfer”)**

6 13.5.1 Administrative transfers may be made at any time by and at the
7 discretion of the Superintendent or his/her designee. Said transfers
8 shall be made in the best interests of the District and shall not be
9 made for an arbitrary, capricious, or vindictive reasons.

10 13.5.2 A unit employee affected by such transfer shall be given ten (10)
11 working days, notice except in emergency circumstances. By request
12 of the unit employee, a conference will be held between the
13 appropriate management person and the unit member in order to
14 discuss the reason for the transfer. The employee, upon request,
15 shall be provided with a written statement of the reasons for the
16 transfer. If the employee still has concerns about the transfer, then
17 upon the employee’s request, a Human Resources Administrator
18 will subsequently meet with the employee.

19 13.5.3 In the event that there is more than one (1) position to be filled by
20 transfer, the employee to be transferred shall have the opportunity
21 to indicate position preferences for which he/she is qualified, from a
22 list of said positions, and may request interviews with the
23 appropriate supervisors through the Human Resources
24 Department. Selection will be made on the basis of the criteria set
25 forth in Article 13.2.2.1.3 above.

26 13.5.4 When an administrative transfer is necessary to shift staff in a
27 particular school or department, that school or department will be
28 notified so that the volunteers first can be identified for transfer,

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subject to overall needs of the District.

13.5.5 In the event that an employee to be transferred is selected for more than one (1) position for which he/she is interviewed, both the choice of the employee and the needs of the District will be considered in the selection.

1 **ARTICLE XIV: CAREER GROWTH**

2 14.1 The District will reimburse one hundred percent (100%) of the tuition, **enrollment**
3 **costs**, laboratory fees, and required textbooks for courses, classes, workshops,
4 trainings or **other** programs approved by a unit employee's supervisor and the
5 Human Resources Department, provided that the unit employee successfully
6 completes the course, **class, workshop, trainings or other approved program**
7 with a grade of C, or the equivalent thereof, or a higher grade. An employee must
8 do the following in order to receive reimbursement for career growth:

9 14.1.1 An employee must submit a written request on a form provided by the
10 Human Resources Department prior to attending the **course, class,**
11 **workshop, training or other approved program;**

12 14.1.2 Such request must be pre-approved by the employee's supervising
13 administrator and Human Resources administrator;

14 14.2 No miscellaneous fees, such as health or parking will be covered. Approval to
15 participate will be considered subject to the availability of professional
16 development funds.

17 14.3 Only one (1) **course, class, workshop, training or other approved program** per
18 semester (**6-month period**) or the equivalent if on the quarter system may be paid
19 per employee. The District at its sole discretion may limit the number and kind of
20 career growth **requests** to be approved during each school year. Any employee
21 who receives reimbursement under this Article is expected to remain employed
22 with the District **through the current end of the school year; and**

23 14.4 The District will provide, at its discretion, staff development opportunities and will
24 assign employees to these workshops in accordance with the District's
25 determination of need.

26 **14.5 Education Stipends**

27 **Effective July 1, 2023, if a unit member currently possesses or acquires a**
28 **degree from an accredited college or university while employed in a job classification which**

1 does not require such a degree, then the unit member shall be provided with a stipend on the
2 following basis:

3 **14.5.1 Bachelor's Degree Stipend- \$500 annually**

4 Employee shall be eligible, if: (a) no college degree is required by the
5 employee's job description and the employee possess or acquires a
6 Bachelor's degree, or, (b) an Associate's degree is required by the
7 employee's job description and the employee possesses or acquires a
8 Bachelor's degree and (c) the bachelor's degree relates to the position
9 held by the employee.

10 **14.5.2 Advanced Degree Stipend- \$1000 annually**

11 Employee shall be eligible if their job description does not require an
12 advanced degree (i.e. Master's Degree or a Doctoral Degree) and the
13 employee possesses or acquires an advanced degree and the Master's or
14 Doctoral degree relates to the position held by the employee.

15 **14.5.3 Employees shall only be eligible to receive one education stipend**
16 **annually, which means that an employee who has two BA degrees' will**
17 **only receive one stipend and that employee with a BA and MA will only**
18 **receive the MA stipend.**

19 **14.5.4 Employees in part-time positions who qualify for the Education**
20 **Stipend shall receive the full annual stipend.**

21 **14.5.5 These stipends shall not be included in the calculation of any**
22 **employee's overtime rate.**

23 **14.5.6 If an employee has obtained a Bachelor's or an advanced college degree**
24 **in a field which does not relate to their current job, but relates to a**
25 **prospective job at the District, the employee may be eligible to receive**
26 **the stipend with approval of the Superintendent or designee.**

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ARTICLE XV: SENIORITY

Length of service for purposes of calculating seniority ranking shall be determined by the unit employee's date of hire. The date of hire can be confirmed by approved Board minutes.

1 **ARTICLE XVII: SAFETY CONDITIONS OF EMPLOYMENT**

2 17.1 **Objective and Obligations of the Parties**

3 **CSEA and the District recognize the District’s obligations** to comply with all
4 laws relating to **employee** safety and health. To accomplish this, the District
5 requires the active participation and assistance of all employees. The District will
6 provide safeguards, programs, and equipment to reduce the potential for accidents
7 and injuries.

8 **17.1.1 Reporting**

9 All **CSEA recognizes that the District expects all** employees to act safely
10 at all times. **To assist with this, the District will provide information**
11 **contained within the annual Classified Employee Handbook** regarding
12 safety procedures and **information about how** to report hazards and
13 potential hazards. **Employees who have made a good faith report of a**
14 **safety hazard** shall be free of reprisal.

15 **17.1.1.1 The District shall make available on its website forms for**
16 **employees to report unsafe conditions or incidents. The forms shall**
17 **contain information about how to document incidents, report concerns**
18 **and information about where to submit the form.**

19 **17.1.1.2 CSEA recognizes that the District expects employees to**
20 **immediately report safety hazards to their appropriate supervisor and**
21 **upon request of the Supervisor, subsequently submit the hazard**
22 **reporting form, which shall be provided by the Supervisor.**

23 17.1.1.3 If reported safety hazards are not immediately correctable, the site
24 administrator or immediate supervisor will forward the report to **Human**
25 **Resources**, as soon as possible, but not later than five (5) working days after
26 receipt of the report.

27 17.1.1.4 Administration shall respond to the reporting employee, within ten
28 (10) working days as to what action was or will be taken regarding the

1 reported condition. If no action is to be taken, administration shall indicate
2 the reason in writing.

3 **17.1.1.5** Employees shall not be required to work under unsafe conditions. If
4 there is a dispute between an employee and their Supervisor or Site
5 Administrator about the immediate safety of the work environment, the
6 matter shall be submitted to Human Resources for investigation and
7 resolution.

8 **17.2 Drug and Alcohol Testing for Safety Sensitive Employees**

9 17.2.1 Effective January 1, 1996, school bus drivers and any other worker
10 required to have a commercial driver's license shall be subject to pre-
11 employment, random, reasonable suspicion and/or post-accident drug
12 testing, as required by the Federal Department of Transportation
13 Regulations. The District shall comply with all requirements of federal
14 law and regulation, District Policy 501.6, and Administrative
15 Regulations and Procedures 501.6 in conducting this testing.
16 Bargaining unit members who are subject to this federally mandated
17 drug testing shall be given a copy of District Policy 501.6 and
18 Administrative Regulations and Procedures 501.6 regarding testing.

19 17.2.2 Drug testing procedures will be set forth in Administrative Regulations
20 and Procedures 501.6 in order to provide flexibility in implementing the
21 federal drug-testing mandate. The District agrees to give prior notice to
22 CSEA of any proposed changes in procedures.

23 17.2.3 All District employees are encouraged to use counseling and similar
24 programs for chemical dependency/abuse when needed. In the event an
25 employee tests positive under the federally-mandated drug testing and is
26 not dismissed from employment, he/she has one (1) opportunity to take
27 a leave of absence and use personal sick leave or extended sick leave for
28 the purpose of entering a rehabilitation program.

1 17.3 **Employees Required to Drive a District Owned Vehicle**

2 Employees who are required to drive a District owned vehicle have an obligation to
3 inform the District if their license is suspended or revoked. Failure to do so will
4 result in disciplinary action. In addition, employees who drive a District owned
5 vehicle (with the exception of bus drivers) shall twice a year, in the months of
6 January and July, request a “Certified Driver Record” from the Department of
7 Motor Vehicles. The request shall be made during work hours by filling out a form
8 available at the Human Resources office. The District shall pay the cost of the
9 report, and mail the form to DMV.

10 17.4 **District-Issued Clothing**

11 17.4.1 The following classifications who will receive District-issued clothing
12 are:

- 13 • Student Nutrition
- 14 • Transportation
- 15 • Campus Safety Specialist
- 16 • Utility Worker

17 17.4.2 The Manager(s) of each department will meet with two representatives
18 from each classification to look at samples of clothing options and to
19 choose the clothing for those classifications. CSEA will choose the
20 representatives.

21 17.4.3 The District will make every effort to choose a manufacturer that is
22 either “union made” or “made in the USA.”

23 17.4.4 Full-time employees in the identified classifications will receive seven
24 (7) shirts, one (1) jacket and one (1) cap. Part-time employees will
25 receive attire in proportion to days worked. The District may also
26 provide non-slip shoes to those classifications where the work requires
27 such attire. Other attire will be considered as needed.

28 17.4.5 It is the expectation of the District that the employees in the identified
 classifications will wear the District-issues clothing while on the job for
 the duration of this agreement. Where the employee deems a jacket or
 cap necessary, the employee shall wear the District-issued attire.

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However, the parties understand that there will be situations beyond the employee’s control where the employee may be unable to wear the District issued clothing due to theft, damage, etc. Lost or damaged clothing must be reported to the District for replacement. The District will replace clothing as needed.

17.4.6 Employees are expected to launder and maintain the District-issued clothing.

17.5 Use of Cell Phones

17.5.1 **CSEA recognizes that the District has a policy that** cell phones shall not be used while driving any vehicle or while operating District equipment **and that employees** who use District cell phones are expected to pull over to a safe location in order to take calls.

17.5.2 **CSEA further recognizes that the District has a policy that** employees shall not use cell phones for personal use during working hours, except in the event of an emergency and except for incidental use. **CSEA and the District agree that** incidental use means brief and infrequent use that does not interfere with the employee’s productivity or ability to focus on the job.

17.6 Cameras

17.6.1 District cameras are for the purposes of safety and the safeguarding of District assets, and may be used in a manner consistent with past practice.

17.6.2 The District shall notify the CSEA Chapter President when cameras are to be installed in new locations. The Union may negotiate the effects, if any, of camera installation

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ARTICLE XVIII: CONCERTED ACTIVITIES

- 18.1 It is agreed and understood that there shall be no concerted activities during the terms of this Agreement, including strikes, work stoppages, slow-downs, or other willful interference with the operations of the District.
- 18.2 The District agrees not to lock out the members of this unit during the term of this Agreement.

ARTICLE XIX: EFFECT OF AGREEMENT

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2 19.1 It is the intention of the parties that this Agreement set forth the full and entire
3 understanding of the parties regarding all matters set forth herein. Any prior or
4 existing understandings or agreements, written or unwritten, regarding any such
5 matters are hereby superseded and terminated in their entirety.
- 6 19.2 Unless otherwise specifically provided herein, it is agreed and understood that
7 during the term of this Agreement, the District and the Union regard this
8 Agreement as complete, the parties having met their obligation to meet and
9 negotiate. Neither party shall be required to meet and negotiate during the life of
10 this Agreement regarding any subject unless the parties mutually agree.
- 11 19.3 Any subsequent change, agreement, alteration, understanding, variation, waiver, or
12 modification of any of the terms or provisions contained herein shall not be binding
13 upon the parties hereto unless made and executed, in writing, by all parties hereto;
14 however, any mandatory legislative enactment that supersedes a provision of this
15 Agreement shall prevail.
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ARTICLE XX: SAVINGS PROVISION

If any provisions of the Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of such invalidation, the parties agree to meet and negotiate concerning substitute provision(s).

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ARTICLE XXI: LAYOFF

21.1 **General**

21.1.1 Classified employees shall be subject to layoff for lack of work or lack of funds. Any reduction in the number of positions due to Board action shall be conducted in accordance with the California Education Code and applicable judicial decisions. **Procedures for layoff notice and right to hearing are set forth in Section 45117 of the Education Code.**

21.1.2 The District shall provide notice to CSEA of its intention to lay off employees for lack of work or lack of funds **in advance notice of layoff to employees. The notice to CSEA shall include the names, job titles and worksites of all impacted employees as well as seniority list.**

21.2 **Effects of Layoff**

21.2.1 The District Human Resources **Department shall provide information to laid off employees** on filing unemployment claims online.

21.2.2 Employees **given a notice of layoff** shall be **given the option of** paid release time **up to a maximum of twenty (20) hours** to attain computer or other training **provided by the District** to assist said employees in qualifying for vacancies **at SMUHSD or other school Districts.**

21.2.3 Laid off employees shall be first in line for substitute work in order of classification seniority.

21.2.4 Laid off employees shall have the option to use Personal Necessity Leave (seven (7) days maximum per year) or activities related to job search.

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21.2.5 Nothing in this Article 21.2 shall be construed to limit the parties' rights to negotiate additional effects of layoff.

1 **ARTICLE XXII: DISTRICT RECLASSIFICATION PROCEDURES FOR CLASSIFIED**
2 **PERSONNEL**

3 The following procedures are used by the District to determine whether a position in the classified
4 service may appropriately be reclassified and, if so, the classification that would be appropriate.

5 22.1 **Joint Committee**

6 22.1.1 Beginning in the 2010-2011 school year, the District and CSEA will
7 form a four (4) person committee consisting of two (2) members
8 appointed by the Association and two (2) members designated by the
9 District. In addition to the four committee members, the District may
10 bring in additional non-voting members to provide input and to assist
11 with data gathering. **The committee will be responsible for making**
12 **recommendations, which shall be decided by majority vote.**

13 22.2 **Group Reclassification Reviews**

14 **The committee shall begin meeting during the month of September of each**
15 **year. At its initial meeting, the committee shall establish its meeting schedule**
16 **for the year which shall consist of at least two (2) meetings, per month,**
17 **September-May of each year. Both sides shall make a good faith effort to meet**
18 **as scheduled. However, infrequent failures of the Committee to meet at**
19 **scheduled times due to unexpected scheduling conflicts or absences shall not**
20 **be grievable under Article V of this Agreement. The committee may meet**
21 **more frequently, with consent of all the committee members. Human**
22 **Resources shall be responsible for securing a meeting location and ensuring**
23 **that all committee members are released from their work duties to attend the**
24 **meetings. CSEA committee members who attend committee meetings will be**
25 **released from their work duties and paid at their regular rate of pay for the**
26 **time actually spent at the meeting. Committee Meetings shall occur on**
27 **Mondays through Fridays between 8 a.m. and 5 p.m. and during CSEA**
28 **members' regular scheduled work hours unless otherwise agreed to by the**

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committee.

The Committee shall have the goal of completing its review and making a recommendation of at least one job grouping each school year, in the following order:

- 1. Clerical non-Accounting
- 2. Accounting/Technology/Mental Health Therapists
- 3. Maintenance / Custodian / Trades
- 4. Nutrition and Transportation
- 5. Instructional Aides and Campus Safety Specialists

22.2.2 The Joint Committee shall submit its report to the Superintendent or designee for review upon completion of each job grouping.

22.2.3 The Committee will consider:

- A. A detailed list of current duties being performed;
- B. San Mateo Union High School District Job Description;
- C. Comparable job descriptions and pay rates at neighboring and Bay Area districts.

22.2.4 Purpose

The Committee shall prepare and submit to the Superintendent a report which includes its recommendations to modify job descriptions and/or recommend salary range adjustments. This report shall include a recommendation, if any, for each position reviewed for reclassification.

22.3 Review of Committee Recommendation to the Superintendent

22.3.1 In the event that the Joint Committee recommends reclassification, the Superintendent has discretion to accept, modify or override the recommendation. The Superintendent must make his/her decision within thirty (30) days of receipt of report. If the Superintendent

1 approves the recommendation, the proposed reclassification shall be
2 forwarded to the Board of Trustees in accordance with Article 22.3
3 below. If the Superintendent or designee declines to reclassify any
4 position(s) or modifies the recommendation, the CSEA and the Joint
5 Committee will be notified of this decision.

6 22.2.2 In the event the Committee recommendation is against reclassification,
7 the Superintendent or designee will review the recommendation. The
8 Superintendent has the discretion to accept or override the
9 recommendation or send it back for further review.

10 22.2.3 If the Superintendent declines or modifies the Committee
11 recommendation and the CSEA wishes to review the evidence upon
12 which the decision was made, they shall have ten (10) working days
13 from the Superintendent's decision to request a conference, in writing,
14 to the Superintendent. If no such conference is requested, the
15 Superintendent's decision shall be final.

16 22.2.4 If a conference with the Superintendent or his/her designed is held, and
17 the superintendent or his/her designee concludes that reclassification is
18 appropriate, the recommendation is submitted to the Board of Trustees
19 in accordance with Article 22.3 below.

20 22.2.5 If a conference with the Superintendent or his/her designee is held, and
21 the Superintendent or his/her designee decides the Superintendent's
22 decision was correct, that decision will be final. Such decision shall not
23 be subject to the grievance procedure of this Agreement.

24 **22.4 Board Review and Action**

25 Upon presentation of a recommendation from the Superintendent that a position be
26 reclassified, the Board of Trustees acts upon the recommendation by either
27 approving the recommendation or not approving the recommendation, which action
28 is final. The Board's action will be communicated to the CSEA. If the Board does

1 not approve a reclassification of a position or positions, the reclassification
2 recommendation shall be forwarded to CSEA and the District to negotiate the
3 applicable effects of the Board's decision.

4 **For the 2023-2024 school year only, this section 22.5 shall remain effect as a pilot program**
5 **and shall exist separately from existing reclassification procedures established elsewhere in**
6 **this Article. This section shall expire on July 1, 2024, unless otherwise agreed by the parties.**

7
8 **Individual Reclassification Request**

9 **An individual employee may request only if that employee's current job description no**
10 **longer reflects actual duties performed by the employee and instead, more closely matches**
11 **the duties of another existing bargaining unit job classification in the same job family (e.g.**
12 **Instructional Assistants I and II) no longer matches the employee's job description. The**
13 **parties will meet in December to determine whether any requests do not meet criteria.**

14
15 **Up to a maximum of five (5) individual requests will be considered by the parties for**
16 **reclassification under this process in the 2023-2024 school year. In the event that there are**
17 **more than five (5) individual requests for reclassification, the Parties shall meet to discuss**
18 **options for resolving the excess number. Absent an agreement between the Parties, the first**
19 **five (5) individual reclassification requests shall be handled in that year and the next five will**
20 **be pushed to the following year. This process is not intended to address employee concerns**
21 **regarding workloads. For example, a heavier workload resulting from reduction of staff**
22 **with the same position does not qualify an employee for reclassification, however, the**
23 **addition of new types of skilled tasks or duties may qualify.**

24
25 **22.5. Individual Reclassification Process**

26 **22.5.1.1 Employee or Supervisor Reclassification Request**

27 **Individual request for reclassification must be made on a form which may be**
28 **obtained online from the District's website or via hard copy form Human**

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Resources. All required fields on the form must be completed by the employee and submitted to their Supervisor by the last working day in November. Within five (5) working days of receipt, the Supervisor shall make their recommendation on the applicable section of the form and submit to a Human Resources designee.

22.5.1.2 Review

The joint committee shall review all the individual requests and make its recommendations to the Superintendent by the last working day of March. The Superintendent shall review the request and make a recommendation in accordance with Section 22.3 of the Article.

22.5.1.3 Effective Date

The effective date for all individual reclassification requests shall be December 1 of the current school year.

1 **23.2.2** **If two or more drivers in the same job classification have the same**
2 **classification hire date, the employee with the greatest District**
3 **seniority shall be considered most senior.**

4 **23.2.3** **If two or more drivers have equal classification seniority and**
5 **District seniority, seniority shall be determined by lottery.**

6 **23.3** **Route Modification**

7 **Existing routes may be modified by the Executive of Transportation Officer or**
8 **designee based on student need or for the purpose of improvement efficiency of**
9 **District operations. If an existing route is modified, the impacted driver will be**
10 **notified in writing. Upon request, the driver will be given the reason for modification.**

11
12 **23.4** **“Fill” Time or “Standby” Time**

13 **“Fill” time or “standby” time shall be defined as any time a driver is not driving, but**
14 **required to be on the clock and available for a driving or work assignment. “Fill”**
15 **time and “standby” time, if applicable, shall be included in the routes when they are**
16 **bid. The District may assign drivers other duties during this time. Provided that such**
17 **duties do no create a burdensome or unrealistic workload for the driver. Drivers who**
18 **are assigned such duties must be qualified to perform the work and the work must be**
19 **within the driver’s physical abilities, as determined by Human Resources.**

20 **23.4.1** **Driver’s assigned to work in a lower classification shall be paid at their**
21 **regular rate pay.**

22 **23.4.2** **Drivers who are assigned to work in a higher classification shall be paid**
23 **at a rate defined in the “Pay for Temporary Work in a Higher Class”**
24 **Section of this Agreement (Article 8, Section 8.5).**

25 **23.4.3** **In the event that there is no classification that has the duties being**
26 **performed by a driver, the driver shall receive no less than their**
27 **regular rate of pay.**

28

ARTICLE XXIV: TERM OF AGREEMENT

This Agreement shall be in force and effect from July 1, 2022 to and including June 30, 2025, and shall be automatically renewed from year to year thereafter unless either party serves notice upon the other, in writing, not later than March 1 of the final year of the Agreement term, of its desire to alter, amend, or terminate this Agreement.

For the 2023-2024 school year, there shall be no reopening of any article in this agreement, except that Article VII (Salary) Article IX (Health and Welfare Benefits and Article XIV (Career Growth regarding stipend for advanced degrees) may be reopened by request of either party. For the 2024-2025 school year, there shall be no reopening of any Article in this agreement except that Article VIII (Salary), Article IX (Health and Welfare Benefits), Article 22 (Reclassification) and Article 23 (Bus Drivers) and one Article may be reopened by either party.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to negotiate this Agreement this 12 day of October 2023.

THE SAN MATEO UNION
HIGH SCHOOL DISTRICT

CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION

DocuSigned by:
Randall Booker
88907CEBE0246D...

DocuSigned by:
Robin Clemens
987DAFC0024E48E...

Randall Booker, Superintendent

Robin Clemens, President, CSEA

DocuSigned by:
Kirk Black
95884620981C4C9...

DocuSigned by:
Mark Westerberg
D1F2E95B8DE245F...

Kirk Black, Deputy Superintendent

Mark Westerberg, CSEA LRR

DocuSigned by:
Yancy Hawkins
B431E0EB1A8D4E1...

Yancy Hawkins, Associate Superintendent, CBO

DocuSigned by:
Lou Lozano
0F890B04C0ED492...

Louis T. Lozano, Lozano- Smith

Appendix A
SAN MATEO UNION HIGH SCHOOL DISTRICT
Classified Salary Schedule 2023-2024

(Schedule includes 4.0% Increase)

Position Description	Regular - Monthly					Regular - Hourly					Overtime - Hourly					
	Range	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
Instructional Assistant I	32	4,516	4,742	4,979	5,228	5,489	27.79	29.18	30.64	32.17	33.78	41.69	43.77	45.96	48.26	50.67
Instructional Assistant II Office Assistant I Para Educator - Full Inclusion School Records Clerk - General	34	4,743	4,981	5,230	5,491	5,766	29.19	30.65	32.18	33.79	35.48	43.79	45.97	48.27	50.69	53.22
District Receptionist	35	4,860	5,103	5,359	5,626	5,908	29.91	31.41	32.98	34.62	36.36	44.87	47.11	49.46	51.94	54.53
Counseling Advisor Homework Center - Tutoring Program Supervisor School Attendance Records Clerk	36	4,982	5,231	5,493	5,768	6,056	30.66	32.19	33.80	35.49	37.27	45.99	48.29	50.70	53.24	55.90
Behavior Interventionist Para Educator College and Career Advisor Library Assistant Office Assistant II Piano Accompanist	37	5,101	5,356	5,624	5,905	6,200	31.39	32.96	34.61	36.34	38.15	47.09	49.44	51.91	54.51	57.23
Financial Aid Advisor Human Resources Technician	38	5,229	5,491	5,765	6,054	6,356	32.18	33.79	35.48	37.25	39.11	48.27	50.68	53.22	55.88	58.67
Campus Safety Specialist Family Engagement Coordinator Instructional Services Specialists	39	5,361	5,629	5,910	6,206	6,516	32.99	34.64	36.37	38.19	40.10	49.49	51.96	54.56	57.29	60.15
Community Service Coordinator Counseling/Student Services Assistant EL & Academic Support Program Assistant Health Aide Mental Health & Wellness Program Assistant	40	5,491	5,765	6,054	6,356	6,674	33.79	35.48	37.25	39.12	41.07	50.69	53.22	55.88	58.67	61.61
Attendance & Welfare Technician Career Center Assistant Career Navigator Data Control Analyst District Athletic Coordinator/HR Technician HR Assistant/Benefits Technician Vocational Transition Assistant	41	5,629	5,910	6,206	6,516	6,842	34.64	36.37	38.19	40.10	42.11	51.96	54.56	57.29	60.15	63.16
Student Nutrition Services Assistant	130	4,085	4,290	4,504	4,729	4,966	25.14	26.40	27.72	29.10	30.56	37.71	39.60	41.58	43.65	45.84
Student Nutrition Services Assistant Lead Cook	135	4,747	4,984	5,233	5,495	5,770	29.21	30.67	32.20	33.81	35.50	43.82	46.01	48.31	50.72	53.26
School Plant Operations Employee Special Education Van Driver Utility Worker (Weekend)	136	4,999	5,248	5,511	5,786	6,076	30.76	32.30	33.91	35.61	37.39	46.14	48.45	50.87	53.41	56.08
Equipment Operator	137	5,129	5,385	5,654	5,937	6,234	31.56	33.14	34.79	36.53	38.36	47.34	49.71	52.19	54.80	57.54
Student Nutrition Facility Technician Technology Support Specialist I	138	5,247	5,509	5,785	6,074	6,378	32.29	33.90	35.60	37.38	39.25	48.44	50.86	53.40	56.07	58.87
Automotive Serviceperson School Plant Operations Employee, Lead Utility Worker Lead	139	5,379	5,648	5,930	6,227	6,538	33.10	34.76	36.49	38.32	40.23	49.65	52.13	54.74	57.48	60.35

**SAN MATEO UNION HIGH SCHOOL DISTRICT
Classified Salary Schedule 2023-2024**

(Schedule includes 4.0% Increase)

Position Description	Regular - Monthly						Regular - Hourly					Overtime - Hourly				
	Range	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
School Bus Driver Student Nutrition Services Lead Cook	141	5,647	5,929	6,226	6,537	6,864	34.75	36.49	38.31	40.23	42.24	52.13	54.73	57.47	60.34	63.36
English Learner Specialist HR Assistant Senior Staff Assistant Special Education Assistant Student Success Coordinator	142	5,783	6,073	6,376	6,695	7,030	35.59	37.37	39.24	41.20	43.26	53.39	56.05	58.86	61.80	64.89
Career Coordinator District Testing Assistant Operations/Maintenance Employee, Lead Site Accounting Technician	143	5,925	6,221	6,532	6,859	7,202	36.46	38.28	40.20	42.21	44.32	54.69	57.42	60.30	63.31	66.48
Accounting Technician College, Career and Financial Aide Advisor District Instructional Technology Library and Assessment Coordinator Executive Assistant Health Services & Employee Wellness Lead Special Education Data Technician Student Data Analyst Student Data Specialist	144	6,078	6,381	6,700	7,035	7,387	37.40	39.27	41.23	43.30	45.46	56.10	58.91	61.85	64.94	68.19
Administrative Assistant I - Sch Principal Office Coord. Equipment Operator Foreperson Facilities Specialist Family Engagement Program Coordinator Library Media Specialist Payroll Accounting Technician School Bus Dispatcher Vehicle Mechanic	146	6,377	6,695	7,030	7,382	7,751	39.24	41.20	43.26	45.43	47.70	58.86	61.80	64.89	68.14	71.54
Administrative Assistant II - Fiscal Services Administrative Assistant II - Superintendent's Office Athletic Trainer Auditorium Technician Facilities Engineer	147	6,539	6,866	7,209	7,570	7,948	40.24	42.25	44.36	46.58	48.91	60.36	63.38	66.55	69.87	73.37
Auditorium Foreperson Enrollment Center Investigator	148	6,700	7,035	7,387	7,756	8,144	41.23	43.29	45.46	47.73	50.12	61.85	64.94	68.18	71.59	75.17
School Bus Driver Instructor/Transportation Coordinator	149	6,864	7,207	7,568	7,946	8,343	42.24	44.35	46.57	48.90	51.34	63.36	66.53	69.85	73.35	77.01
Accountant Senior Administrative Assistant II - Asst. Supt. of Curriculum and Instruction	150	6,996	7,345	7,713	8,098	8,503	43.05	45.20	47.46	49.84	52.33	64.58	67.80	71.19	74.75	78.49
Technology Support Specialist II	153	7,571	7,949	8,347	8,764	9,202	46.59	48.92	51.37	53.93	56.63	69.89	73.38	77.05	80.90	84.95
Mechanic Lead	155	7,950	8,347	8,764	9,203	9,663	48.92	51.37	53.93	56.63	59.46	73.38	77.05	80.90	84.95	89.19

**SAN MATEO UNION HIGH SCHOOL DISTRICT
Classified Salary Schedule 2023-2024**

(Schedule includes 4.0% Increase)

Position Description	Regular - Monthly					Regular - Hourly					Overtime - Hourly					
	Range	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
Carpenter Painter	251	7,057	7,410	7,781	8,170	8,578	43.43	45.60	47.88	50.28	52.79	65.15	68.40	71.82	75.41	79.18
Electrician Facilities Maintenance Technician Information Technology Specialist Systems Support Specialist	254	7,597	7,977	8,376	8,794	9,234	46.75	49.09	51.54	54.12	56.82	70.13	73.63	77.31	81.18	85.24
Communication & Publication Specialist Facilities Technician II Multilingual Communications Specialist	255	7,789	8,178	8,587	9,016	9,467	47.93	50.33	52.84	55.48	58.26	71.90	75.49	79.26	83.23	87.39
Technology Support Specialist III	256	7,980	8,379	8,798	9,238	9,700	49.11	51.57	54.14	56.85	59.69	73.67	77.35	81.22	85.28	89.54
Carpenter Foreperson Electrician Foreperson Facilities Maintenance Foreperson Heavy Duty Mechanic Interpreter for the Deaf Mental Health Therapist Intern Painter Foreperson Purchasing Agent	257	8,171	8,579	9,008	9,458	9,931	50.28	52.79	55.43	58.21	61.12	75.42	79.19	83.15	87.31	91.67
General Maintenance Foreperson Mental Health Therapist Mental Health Therapist - TUPE Senior Accountant Senior Payroll Analyst	261	9,009	9,459	9,932	10,429	10,950	55.44	58.21	61.12	64.18	67.39	83.16	87.32	91.68	96.27	101.08
Internet Services Specialist Mental Health Lead Associate	266	9,576	10,055	10,558	11,086	11,640	58.93	61.88	64.97	68.22	71.63	88.40	92.81	97.46	102.33	107.44
Mental Health Lead Licensed	268	10,597	11,126	11,683	12,267	12,880	65.21	68.47	71.89	75.49	79.26	97.82	102.71	107.84	113.23	118.89
Environmental Health & Safety Specialist	270	10,675	11,208	11,769	12,357	12,975	65.69	68.97	72.42	76.04	79.85	98.54	103.46	108.63	114.07	119.77
Automotive Shop Foreperson	272	11,211	11,771	12,360	12,978	13,627	68.99	72.44	76.06	79.86	83.86	103.49	108.66	114.09	119.80	125.79

Bachelor's Degree Stipend - \$500 annually
Advanced Degree Stipend - \$1000 annually

Bachelor Degree Stipend Note: Employee shall be eligible, if: (a) no college degree is required by the employee's job description and the employee possesses or acquires a Bachelor's degree, OR, (b) an Associate's degree is required by the employee's job description and the employee possesses or acquires a Bachelor's degree and (c) the bachelor's degree relates to the position held by the employee.

Advanced Degree Stipend Note: Employee shall be eligible if their job description does not require an advanced degree (i.e. Master's Degree or a Doctoral Degree) and the employee possesses or acquires an advanced Degree and the Master's or Doctoral degree relates to the position held by the employee.

APPENDIX B
LONGEVITY INCREMENT INCREASES
2023-2024 School Year

Completion Years of Service	Longevity %
5	2.0% of base salary
10	4.0%
15	6.0%
20	8.0%
25	10.0%

Appendix C

INSURANCE BENEFIT CONTRIBUTION

Effective January 1, 2023, proration of the District's monthly contribution for health insurance premiums is based on the following. Full time for the purposes of benefit cap proration is defined as an employee who works at least School Days Only and 37.5 hours. (as Per Article IX – Health and Welfare Benefits; Section 1 – Medical, Dental and vision)

PLEASE NOTE: Unit employees who are regularly employed for less than a thirty-seven and one-half (37 ½) hour week, but who are required to work additional hours, shall receive an end-of-year adjustment and reimbursement for an increase in the average hours worked per week over their regular assignment, not including paid overtime, based on contribution description in Appendix C.

(Benefit charts on following page)

MAXIMUM 10 MONTHLY DISTRICT CONTRIBUTION TOWARDS MEDICAL				
FTE	EMPLOYEE ONLY Max. District Contribution	EMPLOYEE & SPOUSE Max. District Contribution	EMPLOYEE & CHILD/CHILDREN Max. District Contribution	EMPLOYEE & SPOUSE & CHILD/CHILDREN Max. District Contribution
100%	\$912.96	\$1,763.04	\$1,634.88	\$2,502.60
90%	\$879.61	\$1,586.74	\$1,471.39	\$2,252.34
80%	\$847.88	\$1,410.43	\$1,307.90	\$2,002.08
70%	\$808.49	\$1,234.13	\$1,144.42	\$1,751.82
60%	\$765.82	\$1,057.82	\$980.93	\$1,501.56
50%	\$629.05	\$881.52	\$817.44	\$1,521.30
40%	\$601.70	\$705.22	\$653.95	\$1,001.04
MAXIMUM 10 MONTHLY DISTRICT CONTRIBUTION TOWARDS DELTA DENTAL (PPO)				
FTE	HOURS	1 PARTY Max. District Contribution	2 PARTY Max. District Contribution	FAMILY Max. District Contribution
100%	37.5 hours	\$75.64	\$139.13	\$207.24
90%	35-37.4 hours	\$68.08	\$125.22	\$186.52
80%	30-34 hours	\$60.51	\$111.30	\$165.79
65%	25-29 hours	\$49.17	\$90.43	\$134.71
50%	20-24 hours	\$37.82	\$69.57	\$103.62
40%	15-19 hours	\$30.26	\$55.65	\$82.90
10 MONTHLY DISTRICT CONTRIBUTION TOWARDS DELTA CARE (HMO)				
FTE	HOURS	1 PARTY Max. District Contribution	2 PARTY Max. District Contribution	FAMILY Max. District Contribution
FT/PT	-	\$30.26	\$55.66	\$82.91
MAXIMUM 10 MONTHLY DISTRICT CONTRIBUTION TOWARDS VISION SERVICE PLAN (VSP)				
FTE	HOURS	1 PARTY Max. District Contribution	2 PARTY Max. District Contribution	FAMILY Max. District Contribution
100%	37.5 hours	\$12.80	\$26.53	\$37.67
90%	35-37.4 hours	\$11.52	\$23.88	\$33.90
80%	30-34 hours	\$10.24	\$21.22	\$30.14
65%	25-29 hours	\$8.32	\$17.24	\$24.49
50%	20-24 hours	\$6.40	\$13.27	\$18.84
40%	15-19 hours	\$5.12	\$10.61	\$15.07

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MAXIMUM 10 MONTHLY DISTRICT CONTRIBUTION TOWARDS MEDICAL

FTE	EMPLOYEE ONLY Max. District Contribution	EMPLOYEE & SPOUSE Max. District Contribution	EMPLOYEE & CHILD/CHILDREN Max. District Contribution	EMPLOYEE & SPOUSE & CHILD/CHILDREN Max. District Contribution
100%	\$1,045.75	\$2,018.30	\$1,871.89	\$2,865.36
90%	\$1,007.55	\$1,816.47	\$1,684.70	\$2,578.82
80%	\$971.20	\$1,614.64	\$1,497.51	\$2,292.29
70%	\$926.09	\$1,412.81	\$1,310.32	\$2,005.75
60%	\$877.21	\$1,210.98	\$1,123.13	\$1,719.22
50%	\$720.54	\$1,009.15	\$935.95	\$1,432.68
40%	\$689.21	\$807.32	\$748.76	\$1,146.14

MAXIMUM 10 MONTHLY DISTRICT CONTRIBUTION TOWARDS DELTA DENTAL (PPO)

FTE	HOURS	1 PARTY Max. District Contribution	2 PARTY Max. District Contribution	FAMILY Max. District Contribution
100%	37.5 hours	\$75.64	\$139.13	\$207.24
90%	35-37.4 hours	\$68.08	\$125.22	\$186.52
80%	30-34 hours	\$60.51	\$111.30	\$165.79
65%	25-29 hours	\$49.17	\$90.43	\$134.71
50%	20-24 hours	\$37.82	\$69.57	\$103.62
40%	15-19 hours	\$30.26	\$55.65	\$82.90

10 MONTHLY DISTRICT CONTRIBUTION TOWARDS DELTA CARE (HMO)

FTE	HOURS	1 PARTY Max. District Contribution	2 PARTY Max. District Contribution	FAMILY Max. District Contribution
FT/PT	-	\$30.26	\$55.66	\$82.91

MAXIMUM 10 MONTHLY DISTRICT CONTRIBUTION TOWARDS VISION SERVICE PLAN (VSP)

FTE	HOURS	1 PARTY Max. District Contribution	2 PARTY Max. District Contribution	FAMILY Max. District Contribution
100%	37.5 hours	\$12.80	\$26.53	\$37.67
90%	35-37.4 hours	\$11.52	\$23.88	\$33.90
80%	30-34 hours	\$10.24	\$21.22	\$30.14
65%	25-29 hours	\$8.32	\$17.24	\$24.49
50%	20-24 hours	\$6.40	\$13.27	\$18.84
40%	15-19 hours	\$5.12	\$10.61	\$15.07

APPENDIX D
San Mateo Union High School District
Vacation Allowance

TOTAL YEARS OF SERVICE	WORKING DAYS VACATION				
	12 Month	12 Mo. Adult Sch.	10 1/2 Mo. & Adult Sch. IA	SDO + 10*	SDO*
	245 Days	230 Days	215 Days & 212 Days	192 Days	182 Days
1	10	9 1/4	8 3/4	8 1/2	8 1/4
2	13	12	11 1/4	11	10 3/4
3	13	12	11 1/4	11	10 3/4
4	14	13	12 1/4	12	11 3/4
5	15	13 3/4	13 1/4	12 3/4	12 1/2
6	16	14 3/4	14	13 1/2	13 1/4
7	16	14 3/4	14	13 1/2	13 1/4
8	17	15 1/2	15	14 1/2	14 1/4
9	17	15 1/2	15	14 1/2	14 1/4
10	18	16 1/2	15 3/4	15 1/4	15
11	18	16 1/2	15 3/4	15 1/4	15
12	19	17 1/2	16 3/4	16	15 3/4
13	20	18 1/2	17 1/2	17	16 3/4
14	20	18 1/2	17 1/2	17	16 3/4
15	20	18 1/2	17 1/2	17	16 3/4
16	20	18 1/2	17 1/2	17	16 3/4
17	20	18 1/2	17 1/2	17	16 3/4
18	20	18 1/2	17 1/2	17	16 3/4
19	20	18 1/2	17 1/2	17	16 3/4
20	20	18 1/2	17 1/2	17	16 3/4
21	21	18 1/2	17 1/2	17	16 3/4

Updated as of February 2, 2018

*SDO and SDO+10 receive vacation days in their salary; therefore, SDO and SDO+10 cannot take their vacation days due to the District buyout into their salary.

Sick Leave-See CSEA Contract Article XII, Section 12.2

➤ Personal Necessity Leave (See Section 12.9) may be used from his/her available sick leave.

Except SDO and SDO+10, new employee is eligible to take vacation, if applicable, the first day of the calendar month after completion of six (6) months of active service with the District.

Fact Sheet #28: The Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons. This fact sheet provides general information about which employers are covered by the FMLA, when employees are eligible and entitled to take FMLA leave, and what rules apply when employees take FMLA leave.

COVERED EMPLOYERS

The FMLA only applies to employers that meet certain criteria. A **covered employer** is a:

- Private-sector employer, with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including a joint employer or successor in interest to a covered employer;
- Public agency, including a local, state, or Federal government agency, regardless of the number of employees it employs; or
- Public or private elementary or secondary school, regardless of the number of employees it employs.

ELIGIBLE EMPLOYEES

Only eligible employees are entitled to take FMLA leave. An **eligible employee** is one who:

- Works for a *covered employer*;
- Has worked for the employer for at least *12 months*;
- Has at least *1,250 hours* of service for the employer during the 12 month period immediately preceding the leave*; and
- Works at a location where the employer has at least *50 employees within 75 miles*.

* Special hours of service eligibility requirements apply to airline flight crew employees. See Fact Sheet 28J: Special Rules for Airline Flight Crew Employees under the Family and Medical Leave Act.

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer (including seasonal work) could, in most cases, be used to meet the 12-month requirement. If the employee has a break in service that lasted seven years or more, the time worked prior to the break will not count *unless* the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement, including a collective bargaining agreement, outlining the employer's intention to rehire the employee after the break in service. See "FMLA Special Rules for Returning Reservists".

LEAVE ENTITLEMENT

Eligible employees may take up to **12 workweeks** of leave in a 12-month period for one or more of the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to **26 workweeks** of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons. *See Fact Sheets 28F: Qualifying Reasons under the FMLA and 28M: The Military Family Leave Provisions under the FMLA.*

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer's approval.

Under certain conditions, employees may choose, or employers may require employees, to "substitute" (run concurrently) accrued paid leave, such as sick or vacation leave, to cover some or all of the FMLA leave period. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

NOTICE

Employees must comply with their employer's usual and customary requirements for requesting leave and provide enough information for their employer to reasonably determine whether the FMLA may apply to the leave request. Employees generally must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. If an employee later requests additional leave for the same qualifying condition, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. *See Fact Sheet 28E: Employee Notice Requirements under the FMLA .*

Covered employers must:

- (1) Post a notice explaining rights and responsibilities under the FMLA. Covered employers may be subject to a civil money penalty for willful failure to post. For current penalty amounts, see www.dol.gov/whd/fmla/applicable_laws.htm;
- (2) Include information about the FMLA in their employee handbooks or provide information to new employees upon hire;

- (3) When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA-qualifying reason, provide the employee with notice concerning his or her eligibility for FMLA leave and his or her rights and responsibilities under the FMLA; and
- (4) Notify employees whether leave is designated as FMLA leave and the amount of leave that will be deducted from the employee's FMLA entitlement.

See Fact Sheet 28D: Employer Notice Requirements under the FMLA.

CERTIFICATION

When an employee requests FMLA leave due to his or her own serious health condition or a covered family member's serious health condition, the employer may require certification in support of the leave from a health care provider. An employer may also require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. See Fact Sheet 28G: Certification of a Serious Health Condition under the FMLA. For information on certification requirements for military family leave, See Fact Sheet 28M(c): Qualifying Exigency Leave under the FMLA; Fact Sheet 28M(a): Military Caregiver Leave for a Current Servicemember under the FMLA; and Fact Sheet 28M(b): Military Caregiver Leave for a Veteran under the FMLA.

JOB RESTORATION AND HEALTH BENEFITS

Upon return from FMLA leave, an employee must be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot be counted against the employee under a "no-fault" attendance policy. Employers are also required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. See Fact Sheet 28A: Employee Protections under the Family and Medical Leave Act .

OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules apply to intermittent or reduced schedule FMLA leave or the taking of FMLA leave near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under the FLSA regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to an eligible employee's use of FMLA leave.

ENFORCEMENT

It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any

proceeding, related to the FMLA. *See* [Fact Sheet 77B](#): Protections for Individuals under the FMLA . The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court.

For additional information, visit our Wage and Hour Division Website:

<http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4-USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)

APPENDIX F

From the 1987-89 Collective Bargaining Agreement:

Article VI: Hours

B. Workweek and Workday

2. Crafts classifications employees: The regular workday shall be eight (8) hours with every third (3rd) Friday off, and total an average of thirty-seven and one-third (37-1/3) hours per week.

Certificated: CTA _____
CSEA _____



Human Resources
Office Use:

Grievance No. _____

**SAN MATEO UNION HIGH SCHOOL DISTRICT
STATEMENT OF GRIEVANCE FORM**

Date Filed: _____

Grievant: _____

Date of Occurrence: _____

At what level is this report filed: _____ Previous levels filed (if any): _____

Manager(s) involved in alleged contract violation: _____

Location (school/department): _____

Representative, if desired: _____

Alleged contract violation, misinterpretation or misapplication:

[Note specific article(s), section(s), subsection(s)].

Complaint (Describe nature of grievance; use added page, if necessary):

Remedy sought:

Decision of previous level(s), if any:

Signature of Grievant

Appendix H

San Mateo Union High School District Miscellaneous Salary Schedule for 2023-2024

MANAGEMENT	
Administrator Substitute Daily Rate	\$ 546.00 per day
Administrator Substitute Contract Rate	AP starting salary daily rate
CERTIFICATED	
Independent Study/Home Educator	\$ 74.00 per hour
Supervision of Co-Curricular Activities	\$ 44.00 per activity
Summer School	\$ 87.00 per hour
Summer School Substitute	\$ 252.00 per day
Summer School Substitute 1/2 day	\$ 126.00 per 1/2 day (3.0 hrs)
Swim Unit Substitute	\$ 260.00 per day (flat rate)
Substitute Educators:	
One to three periods (hourly)	\$ 52.00 per period
Four or more periods (short-term)	\$ 260.00 per day
Retired SMUHSD Educator - One to three periods (hourly)	\$ 76.00 per period
Retired SMUHSD Educator - Four or more periods (short-term)	\$ 380.00 per day
Long Term: Fifteen or more consecutive days	\$ 280.00 per day, \$56.00 per period
Long Term: Thirty-one or more consecutive days	\$ 410.00 per day, \$82.00 per period
(long-term single assignment retroactive to day one)	
NON-CERTIFICATED & CLASSIFIED	
Substitute in CSEA position	Step A of position range
Casual Help	Minimum Wage
Student Worker	Minimum Wage
Adult Tutor	\$ 27.00 per hour
Board Meeting Interpreter	\$ 68.00 per hour
Interpreter	\$ 37.00 per hour
Bilingual Translator	\$ 0.10 per word
Student Tutor	Minimum Wage
Technology Assistant	Minimum Wage
Performing Arts Center:	
Stage Hand I (student of SMUHSD)	Minimum Wage
Stage Hand II (graduate from training program)	\$ 22.00 per hour
Auditorium Supervisor	\$ 30.00 per hour
Lighting/Sound Technician	\$ 37.00 per hour
ADULT SCHOOL	
Adult School Substitute	\$ 41.00 per hour
Adult School Workshop rate	\$ 34.00 per hour
Adult School Teacher Variable Substitute Rate	Current Salary Step Hourly Rate
Former Adult School Teacher Variable Substitute Rate	Experience Salary Step Hourly Rate
Adult School Instructor - Non - Certificated	\$ 52.00 per hour
ALL UNITS	
Summer Recreation Student Activities Supervisor	\$ 30.00 per hour
Swim Lifeguard	\$ 30.00 per hour
Wellness Instructor	\$ 80.00 per class