AGREEMENT

between

SEQUOIA SUPERVISORS' FEDERATION

and the

SEQUOIA UNION HIGH SCHOOL DISTRICT

Redwood City, California

July 1, 2023 – June 30, 2025

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PREAMBLE

This Agreement is made and entered into this October 10, 2024, between the Board of Trustees of the Sequoia Union High School District (hereinafter referred to as "the District") and Sequoia Supervisors' Federation, affiliated with Local 829, Council 57, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as "the Federation").

ARTICLE I - RECOGNITION

The District recognizes the Sequoia Supervisors' Federation affiliated with Local 829, American Federation of State, County, and Municipal Employees, as the exclusive agent for the Supervisors' Bargaining Unit as set forth in the Board of Trustees action on August 1, 1977.

The Supervisors' Bargaining Unit includes the following classifications:

Warehouse Supervisor
Plant Manager
Lead Plant Manager
Transportation Supervisor
Accounting Supervisor
Food Service Supervisor

ARTICLE II – DISTRICT POLICIES and MANAGEMENT RIGHTS

SECTION 1.– District Policies

The District agrees that for the duration of the contract, it will not unilaterally modify present District policy provisions that are within the scope of representation as provided in Government Code Section 3543.2, Section 2.4 notwithstanding.

SECTION 2. – Management Rights

2.1 It is understood and agreed that the District maintains all of its powers and authority to direct, supervise, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of Human Resources required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith 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.

2.3 In accordance with Government Code Section 3543.2, all matters not enumerated within the scope of representation are reserved to the District.

2.4 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board but is subject to the provisions of Article IX, Grievance Procedure.

2.5 The rights of management contained in this clause shall not be subject to the grievance procedures contained in Article IX of this Agreement, with the exception stated above.

ARTICLE III - ORGANIZATIONAL RIGHTS

SECTION 1 - Federation Rights

1.1 All Federation business, discussions, and activities will be conducted by unit members or Federation officials outside established work hours as defined in Article IV herein.

1.12 District agrees to provide the Union with the opportunity to meet with newly hired bargaining unit employees during their New Employee Orientation as scheduled by the District, as follows:

a. The district shall provide the Union with 10 work days' advance written notice or notice as soon as the District has determined the date of the New Employee Orientations. The notice will include the location and time of the Orientation and the period of time set aside for Union access. During the Orientation, the Union will be provided with up to 30 minutes to meet with the new employee(s).

b. The District will provide to the Union (1.) the name(s) of the new unit member(s), (2.) job title, (3.) department, (4.) work location, (5.) work, home, and/or personal cellular telephone number if provided by the unit member, and (6.) home address of any new employee within 30 work days of hire or by the last workday of the month following the month of hire. The information described in this subsection

1.12(b.) will be provided to the Union by the first work day of every 120 work days for all bargaining unit employees.

1.2 The District authorizes the Federation to use school and other District facilities at times that do not interfere with the school or District programs upon proper application and provided the requested facility is available.

1.3 The District authorizes the Federation use of the school mailboxes and bulletin board spaces designated by the building supervisor subject to the following conditions:

1.3.1 A courtesy copy of any communication to be distributed or posted shall be delivered to the superintendent or designee and, if distributed or posted at a school, to the principal.

1.3.2 Any communication posted or distributed on school or District property shall include the name of the Federation and the name of the Federation officer authorizing the distribution or posting and the date.

1.3.3 The Federation will not post or distribute information that is derogatory or defamatory of the District or its personnel. Violation of this subsection will be cause for the District to rescind the right to post or distribute for a period of at least one full semester. Nothing in this subsection prohibits the Federation from posting or distributing an opposing position on policy or procedure.

1.4 Federation officials may contact employees during the lunch and rest breaks, provided that they do not interrupt the instructional program or other work of the employee. Officials of the Federation who are not District employees shall report to the school or Human Resources office and obtain approval before visiting an employee on the premises of the school or District office. "Approval" as used in this subsection is only for purposes of determining whether the instructional program or work of the employee is being interrupted.

1.5 The principal, or at the District office the superintendent, may grant the Federation use of District equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and as long as the use of such equipment does not interfere with the normal student instruction or work production of the unit member. The Federation shall pay for the cost of all materials and supplies incident to each use.

1.6 The District agrees to provide one copy of any public document to the Federation upon request from the Federation and upon reimbursement to the District of all clerical and material costs involved in the duplication of the public document.

1.7 The District agrees to provide to the Federation one copy of the tentative budget for the ensuing year at the time the budget is under consideration by the Board of Trustees.

1.8 The District agrees to provide one copy of the board agenda, the agenda background with supportive material, and the unapproved minutes to the Federation as soon as they are available.

1.9 The District agrees to supply the Federation with a roster indicating the unit members' present classification and primary job site, home address, and home telephone number on a quarterly basis. The Federation agrees to reimburse the District for any excessive costs involved in the preparation and distribution of such information to the Federation**.**

1.10 Unit members who are official delegates to Federation conferences and conventions shall be allowed up to five (5) days' leave without pay per year for the purpose of attending such conferences and conventions, provided such absences have the approval of the unit member's immediate supervisor and do not interfere with the work of the District.

1.11 The District agrees to distribute the informational packet provided by the Federation to all new hires in the bargaining unit upon employment.

SECTION 2 - Organizational Security

2.1 Federation Membership

2.1.1 Each member of the bargaining unit is free to join or refrain from joining Sequoia Supervisors' Federation, affiliated with AFSCME, Local 829.

2.1.2 Any unit member who is a member of Sequoia Supervisors' Federation, affiliated with AFSCME, Local 829, or has applied for membership may provide a written voluntary dues deduction authorization form to the District.

2.1.3 The District shall deduct dues from the regular salary check of Federation members with authorization on file in accordance with a fee schedule provided by the Federation. The District shall not be obligated to establish, change or discontinue any dues deduction until the pay period commencing ten days or more after such written submission.

2.1.4 The District will provide the Federation with copies of new authorizations submitted by Federation members and of requests to terminate membership dues deductions except when such authorizations and requests have been presented to the District by Federation officials.

2.1.5 Each unit member who, as of the effective date of this Agreement, is a member of the Federation or who becomes a member of the Federation after that date shall maintain his/her membership in the Federation at least until the expiration of this Agreement except that Federation members may withdraw their membership during the thirty (30)-day period immediately preceding the expiration of this contract or as otherwise provided by law.

2.2 General

2.2.1 All Federation dues deducted by the District shall be remitted to the Federation**,** accompanied by a list of all unit members categorized as to membership, within thirty (30) days after such deductions were made.

2.2.2 The District shall not be obligated to put into effect any change in membership dues amounts until the pay period commencing ten (10) work days or more after a written request is filed. A request filed by the Federation shall verify that the affected employee has received prior notice of the change.

2.2.3 The Federation agrees to furnish any information needed by the District in order to fulfill the provisions of this Article.

2.2.4 District employees may voluntarily elect to have contributions deducted from their paychecks for the AFSCME PEOPLE Fund. Such deductions shall be made only upon signed authorization from the employees and shall continue until such authorization is revoked in writing.

2.3 Indemnity

The Federation agrees to pay the District all legal fees and legal costs incurred by the District in defending against any court action and/or administrative action challenging the legality of these organizational security provisions or their implementation. The Federation agrees to become a party to any such action and to pay any damage judgment rendered against the District as a result of these provisions or the District's implementation thereof. The Federation shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. Upon the failure of the Federation to pay any of the monetary amounts described herein within sixty (60) days after written demand by the District, the District may deduct such expenses from future dues remitted to the Federation.

ARTICLE IV – HOURS OF EMPLOYMENT

SECTION 1 – Work Week

1.1 The work week for supervisors shall be thirty-seven and one-half (37 ½) hours rendered in units of seven and one-half (7 ½) hours.

SECTION 2 – Work Hours, Compensation and Changes

2.1 Work hours for bargaining unit members shall be established by the District and the immediate administrative supervisor according to District needs.

2.2 Supervisors are exempt from overtime pay at time and a half. Authorized hours over the seven and one half (7-1/2) hour work day may be compensated at straight time.

2.3 The District retains the right to extend the regular work day or work week when it is deemed necessary to carry out the District's business. When a permanent change is proposed, the District shall notify and meet with the Federation in advance of any such change.

SECTION 3 - Emergencies

3.1 Unit members will be compensated for actual time spent beyond the regular work week attending to unexpected district emergencies. For work beyond the regular work day or work week to attend to unexpected district emergencies, the unit member will be compensated in the following manner:

a. Compensation at straight time or with prior approval from the unit member's supervisor, time off in lieu of compensation ~~is~~ at straight time.

b. Call by a supervising management employee, or by an authorized security patrol, including police or sheriff

c. No other appropriate employee is available to attend to the emergency.

ARTICLE V – HEALTH AND WELFARE

Section 1- Coverage

1.1 The District agrees to provide eligible unit members, for the duration of this agreement, with the full premium cost for Health Maintenance Organization (HMO) group health benefits at the highest CalPERS premium rate, prorated for part-time unit members, for single, two-party or family coverage as applicable.

1.1.1 The district reserves the right to immediately meet and confer regarding changes to health coverage for active and/or retired members should the cost of such premiums significantly increase. If this should occur the district and the union will need to consider and implement alternatives including but not limited to a modification of current provisions, a possible CAP on premiums paid by the district, Consumer Driven Insurance, alternative medical plans and other options. Nothing in this subsection will be construed to supersede Article XVI.

1.2 The District agrees to provide eligible unit members with the full premium cost for district-provided group dental benefits, prorated for part-time unit members, for single, two-party or family coverage as applicable. The plan will provide a yearly $2,000 maximum reimbursement for covered dental expenses.

1.3 The District agrees to provide eligible unit members with the full premium cost for district-provided group vision benefits, prorated for part-time unit members, for single, two-party or family coverage as applicable.

1.4 The District will provide health care coverage through Self Insured Schools of California (SISC). The Union agrees that the District may change carriers during the term of the contract with the concurrence of the Union.

1.5 Health and Welfare benefits will be provided through a cafeteria fund. The fund shall provide eligible employees with single, two-party, or family premiums to enable the employee to select any available SISC HMO health plans. The fund amounts will be set at the highest SISC HMO premium, plus the vision premium, plus the dental premium, for single, two-party, or family coverage as applicable and prorated for part-time unit members.

1.5.1 The cafeteria fund will be sufficient to provide each active employee with health, dental and vision coverage with premiums paid through the district-provided cafeteria fund. The employee may select a health plan from any of the HMO or PPO plans included in the list of SISC providers.

1.5.2 If the premiums for health, dental and vision plans chosen by the employee exceed the cafeteria fund amount allocated for qualifying coverage, the employee authorizes the District to deduct the additional premium amount from the employee's monthly pay warrant.

1.6 Employees hired on or after January 1, 2023, shall not have the option to receive

cash-in-lieu of benefits due to SISC regulations.

1.6.1 Employees who were employed with the District on or before December 31, 2022, and who have shown proof of other comparable medical benefit coverage consistent with the Federal Affordable Care Act prior to the transition to SISC, may elect to receive cash-in-lieu of benefits, if eligible and consistent with the following:

a. The employee was employed with the District on or before December 31, 2022;

b. The employee provided proof of health coverage through a spouse, eligible domestic partner, or parent comparable to medical benefit coverage consistent with the Federal Affordable Care Act during open enrollment with SISC;

c. The employee declined the district-provided health coverage;

d. The employee signed up to participate in the cash-in-lieu program;

e. Employees who are continuing the cash-in-lieu program must complete the process during open enrollment, annually

1.6.1.1 Employees participating in the cash-in-lieu Option Program prior to the transition to SISC, and who were employed by the District on December 31, 2022, shall receive cash back equal to fifty percent (50%) of the single party premium amount for Kaiser. This payment shall be allocated to the employee on a monthly basis, prorated for part-time employees. For employees participating in the cash-in-lieu option program, the cafeteria fund defined in Section 1.5 of this Article shall be reduced by the amount of the highest two-party or family HMO premium, as applicable.

1.6.1.2 For employees, who were employed with the District on or before December 31, 2022, and who were approved for participation in the cash-in-lieu option program at that time, the cash-in-lieu dollars may be utilized by the employee as pre-tax dollars to participate in the Section 125 Pre-Tax Benefit Plan, or Deferred Compensation Account (457 Plan or 403b). Monthly contributions must be made to one (1) account for the year and cannot be divided into two (2) or more accounts. The Deferred Compensation Account must be determined/assigned during open enrollment.

1.6.1.3 For employees, who were employed with the District on or before December 31, 2022, and who were approved for participation in the cash-in-lieu option program only at the time the cash-in-lieu option payment may be paid to the employee directly. In this circumstance, the cash-in-lieu payment received by the employee shall be considered as taxable income in compliance with IRS rules. Both the District and the employee are liable for applicable taxes as with any

other salary disbursement.

1.6.1.4 If an employee and their spouse or eligible domestic partner are both employees of the District and one employee is employed full-time and the other employee is employed part-time, then the part-time employee may participate in the cash-in-lieu program defined in Section 6.1.9 of this Article. To be eligible for the cash-in-lieu program, both employees must be employed by the District and approved for the cash-in-lieu program by December 31, 2022.

1.6.1.5 Only employees receiving the Cash Back Option effective December 31, 2022 shall have the option to continue to receive the Cash Back Option benefit under the SISC medical plan, as long as they continuously provide proof of alternate medical coverage as listed above. The legacy employees on the Cash Back Option shall only receive the option as long as they maintain the participation requirements. If the legacy employee does not provide proper proof of coverage or opts to receive medical coverage through SISC, they shall no longer be eligible for the Cash Back Option and cannot revert to the Cash Back Option in the future.

1.6.1.6 All employees hired starting January 1, 2023 and moving forward shall not be eligible for the Cash Back Option.

1.6.2 Cash Back Option dollars may be utilized by the employee as pre-tax dollars to participate in the Section 125 Pre-Tax Benefit Plan, or

1.6.3 The Cash Back Option may be paid to the employee directly. In this circumstance, the Cash Back payment received shall be considered as taxable income. Both the District and the employee would be liable for applicable taxes as with any other salary disbursement.

1.7 If the employee can provide proof of dental coverage through a spouse or eligible domestic partner, the employee may decline dental coverage and receive cash back equal to fifty percent of the current dental premium provided for active employees, prorated for part-time unit members. The cashback payment may be utilized by the employee as pre-tax dollars to participate in the Section 125 Pre-Tax Benefit Plan or may be paid to the employee directly as taxable income. For employees choosing this option, the cafeteria fund amount defined in Section 1.5 of this Article shall be reduced by the amount of the full dental premium.

1.8 If an employee is receiving cash-in-lieu for medical insurance, the employee may opt to maintain district-paid dental coverage and/or vision coverage (if applicable). The District shall continue to pay the cost of either or both premium(s) while still providing the employee with the cash-in-lieu program as stated above.

1.8.1 As a condition of SISC membership, employees who are .90 FTE or greater and who have not been legacied into the cash-in-lieu program, must accept health and welfare benefits. Employees who are less than .90 FTE may decline health benefits coverage if they can provide adequate proof of health coverage from another source in compliance with the Affordable Care Act. Employees,

described in this Section 6.1, Coverage, who opt out of receiving health and welfare benefits, shall not be entitled to participate in the cash-in-lieu program, except as expressly permitted in other Sections of this agreement.

1.9 Any unexpended cash-back funds will be retained by the District. Funds will first be used to reduce district encumbrance for health benefits.

Section 2 - Eligibility

2.1 Health and Dental Benefits - Full-time probationary and permanent bargaining unit members shall be considered as eligible to receive the full District health and dental benefits program. Bargaining unit employees employed for less than full time (that is, less than 37-1/2 hours per week and/or less than twelve months per year) shall be eligible to receive health and dental benefits with the District contribution prorated in proportion to the percentage of full-time assignment worked by the unit members. However, transportation employees regularly employed for twenty hours or more per week shall be eligible to receive full District-paid health and dental benefits.

2.2 Vision Care Benefits - All bargaining unit members shall be considered as eligible to receive full District-provided vision care benefits, pro-rated for part-time employees.

2.3 Part-time unit members who elect to participate in health and dental benefits program shall authorize the District to deduct the amount in excess of the part-time employee's prorated District-paid share of premiums from the employee's paycheck in order that said employee's full premium may be met. Part-time members who elect to participate in the benefits under this provision shall continue their participation for the duration of their part-time employment with the District.

2.4 Part-time unit members not electing to participate in the benefits under this section shall not be eligible again to participate in dental insurance until one calendar year has elapsed from the date of refusal. Part-time unit members not electing to participate in the benefits under this section may elect to join a health insurance plan at the next annual open enrollment period established by the District following the date of refusal.

2.5 Initial Eligibility for Coverage - Unit members shall become eligible for health and dental benefits the first day of the first month following a full month of employment. Coverage shall terminate on the last day of the month in which the employee is terminated.

2.6 Domestic Partner Eligibility – Unit members and their domestic partners meeting the criteria in Section 2 above shall be eligible for coverage provided in this section, when allowable under plan rules.

2.6.1 Unit member and partner are not able to be legally married.

2.6.2 Unit member and partner are not related by blood or marriage.

2.6.3 Neither unit member nor partner is married to another person.

2.6.4 Both partners are at least 18 years of age.

2.6.5 Both partners have signed under penalty of perjury a declaration of domestic partnership.

2.6.6 Both partners have signed an affidavit declaring they share a common residence.

2.6.7 Both partners have signed an affidavit declaring they share responsibility for basic living expenses incurred during the domestic partnership.

Section 3 - Long Term Disability

The District shall provide unit members who work twenty-five hours per week with long-term disability insurance.

Section 4 - Life Insurance

The District shall provide unit members who work twenty hours per week and who have permanent status with District-paid group life insurance in the face amount of $15,000, plus an equal amount of accidental death and dismemberment insurance. The District shall also provide unit members who work seven and one-half hours per day and who have permanent status with the District-paid group life insurance in the face amount of $50,000, plus an equal amount of accidental death and dismemberment insurance.

Section 5 - Health Insurance Retirees

5.1 Coverage

Through SISC the District agrees to provide eligible employees upon retirement at age sixty-five (65) or upon reaching age sixty-five (65) with eligibility to participate in SISC benefits program with health insurance coverage at SISC Medicare Supplement-related rates. Said retirees shall receive the district-paid minimum benefit provided for health insurance for all employees active and retired. A retiree whose eligibility status qualifies them for district-paid lifetime retiree benefits shall receive the total district-paid health premium identified for retirees. This identified premium shall be received as a taxable benefit herein termed a "service credit." Eligible retirees who retire between the ages of fifty-five (55) and sixty-five (65) shall be eligible to remain on the District paid group health insurance plans and participate in SISC at the active employee rates until they reach age sixty-five (65). The maximum amount paid by the District for retirees age fifty-five (55) to sixty-five (65) shall be the highest of the single, active HMO plans for San Mateo County.

5.1.1 Eligibility is determined by the District to be a minimum of five (5) years of fully paid contributions as a member of STRS or PERS. All retirees past or present who meet this minimum eligibility qualification and have retired or subsequently will retire from Sequoia District shall be eligible to participate in the District's benefit program through SISC.

5.1.1.1 For employees hired on or after April 1, 1998, and who retire and are eligible, the District will reimburse, during the term of this

agreement, the cost of the annual premium up to the highest single active HMO premium minus the District minimum benefit until the employee reaches sixty-five (65). Beyond age sixty-five (65), employees in this category shall remain eligible to participate in Sequoia district's SISC medical coverage, however, the cost of the premium in excess of the District's minimum shall be borne by the employee.

5.1.2 The District shall continue to pay only the Medicare B premiums beginning at age sixty-five (65) for eligible retirees.

5.1.3 For employees hired prior to April 1, 1998, and who are eligible, the district shall provide a taxable service credit. The District shall reimburse, during the term of this agreement, the cost of the annual premium up to the highest single active HMO premium minus the District's minimum benefits. This reimbursement will be received by the retiree as a taxable service credit. The **District will reimburse the** same premiums for the eligible retiree's spouse/domestic partner until the spouse/domestic partner reaches age sixty-five (65).

5.1.2.1 The identified retiree service credit premium shall be established at the average of the single active premium rates for HMO coverage available in San Mateo County.

5.1.4 The District shall provide service credit and the District shall comply with IRS guidelines. The District shall reimburse, during the term of this agreement, the cost of the annual premium up to the highest single active HMO premium minus the District minimum benefit. This reimbursement shall be received by the retiree as a taxable service credit

5.1.4.1 Beginning on January 1, 2023, retirees who do not qualify for lifetime benefits under subsection 5.1.1.1 of this collective bargaining agreement and who were enrolled in CalPERS Medicare Kaiser or Medicare Anthem Blue Cross plan in December 2022, shall receive a maximum District contribution toward their retiree SISC Medicare Kaiser or Anthem Blue Cross premium cost of two hundred dollars ($200) per month in subsequent calendar years. This same two hundred dollars ($200) per month maximum District contribution toward retiree benefits shall be applied to future retirees who do not qualify for lifetime benefits under subsection 6.5.1.1 of this collective bargaining agreement.

5.1.4.2 Beginning on January 1, 2023, retirees who do not qualify for lifetime benefits under subsection 6.5.1.2 of this collective bargaining agreement and who were enrolled in the CalPERS United Health Care plan in December 2022, shall receive a maximum District contribution toward their retiree SISC Medicare Anthem Blue Cross premium cost of two hundred and fifty-seven dollars ($257) per month in subsequent years.

5.1.5 For the duration of this agreement, retirees who move outside of the SISC provider service area shall receive reimbursement for individually purchased insurance coverage up to the amount of the highest of the single active premium for HMO coverage available in San Mateo County. Outside of the SISC provider service area means there is no SISC provider within a 30 mile radius.

5.2 Retiree Eligibility

5.2.1 Eligible retired employees must be at least fifty-five (55) years of age and must have contributed to PERS or STRS for a minimum of five (5) years.

5.2.2 The spouse of eligible retired employees shall continue to be covered with health insurance until the spouse has reached age sixty-five (65). After age sixty-five (65) eligible retired employees may retain health insurance coverage for the retiree's spouse until the spouse reaches sixty-five(65), provided the retiree remits to the District the full cost of the spouse's participation in the health insurance program.

5.2.3 In order to receive district-paid benefits, retired employees must have served in the district for sixteen (16) years immediately prior to retirement. For each additional year of age beyond age fifty-five (55), the length of service may be reduced by two (2) years but to no less than ten (10) years of service. Members who meet this eligibility requirement qualify to receive the taxable service credit.

Age	Required Service Years
55	16
56	14
57	12
58+	10

5.2.4 The retiree must be actually drawing retirement benefits from either the State Teachers Retirement System or the Public Employees Retirement System.

5.2.5 The retiree must have been eligible for and covered by health insurance while an active employee. The district's contribution to the health insurance premium for the retiree shall be prorated in the manner provided for active retirees in Section 1.2 of this Article.

5.2.6 "Years" as used in this section shall be defined as years of service credit as

calculated by the Public Employees' Retirement System (PERS), i.e., ten (10) months for full-time, seven and one-half (7.5) employees or 1720 hours for hourly (less than full time) employees. It is understood that PERS credits a full year of service credit to employees participating in the Reduced Workload Program.

Section 6 - Flexible Spending Plan

The District will offer a flexible spending, dependent care excess medical cost reimbursement account plan under Section 125 of the Internal Revenue Code (IRC). A Flexible Spending Account (FSA) allows unit members to designate a certain amount of taxable income on a pre-tax basis to pay out-of-pocket medical and dependent care expenses.

Section 7 - State Disability Insurance

During the term of this Agreement, the District will provide payroll deductions from the employees paycheck for SDI premiums and integrate State Disability Insurance benefits with employees' existing sick leave, with vacation and with other benefits that currently apply in case of employee absence.

ARTICLE VI - LEAVES

SECTION 1 - Sick Leave

1.1 Members of the bargaining unit employed by the District five (5) days per week with full pay for a fiscal year shall be entitled to twelve (12) days' paid leave of absence for illness or injury, exclusive of days they are not required to render service. "Day," as used in this Article, means the employee's regularly assigned work day, exclusive of overtime.

1.2 Members of the bargaining unit employed less than five (5) days a week and/or less than a full fiscal year are entitled to that proportion of twelve (12) days' paid leave of absence for illness or injury as the number of months and/or number of days a week they are employed bear to twelve (12) months, and/or five (5) days per week.

1.3 Members of the bargaining unit employed on or before the fifteenth of the month shall accrue sick leave from the beginning of the month.

1.4 If a member of the bargaining unit does not take the full amount of sick leave allowed in any year, the amount not taken shall be accumulated from year to year.

1.5 The District agrees to provide each bargaining unit member an annual statement of all accumulated sick leave.

1.6 If a bargaining unit member is absent on paid sick leave and a holiday occurs during such absence, he/she shall receive the holiday pay, and the day shall not be charged against his/her accrued sick leave.

1.7 Members of the bargaining unit must follow procedures established by their immediate supervisor to notify their department of an impending absence, the nature of the illness or injury, and the anticipated duration of the illness. Said notification must be made not later than fifteen (15) minutes before the start of the work shift in order to be eligible for paid illness or injury leave.

1.8 Members of the bargaining unit requesting paid illness or injury leave who have established a pattern of absences may be required, at the discretion of their immediate supervisor, to present to the supervisor a medical doctor's written statement verifying the personal injury or illness. The verification shall be on forms supplied by the District, with any medical cost of completing the form to be borne by the employee. However, the District will bear the medical cost of completing the form if he/she is not eligible for the health benefits provided by this Agreement.

1.9 Members of the bargaining unit absent due to surgery, serious injury or illness, or absent for more than five consecutive work days, shall be required to submit a medical release to their immediate supervisor prior to being permitted to return to work.

1.10 Leave pursuant to this section is to be used only for illness or injury, except as provided in Section 4 of this Article. Use of leave pursuant to this section for any other purpose shall be grounds for denial of paid leave.

1.11 Members of the bargaining unit absent due to surgery, injury or illness will not be required to

return from sick leave until released by medical authority. Bargaining unit members who have exhausted all leaves, including vacation, and have not been released by medical authority to return to work shall be subject to the "expiration of all leaves" provisions of Education Code Section 45195.

1.12 A unit member who is unable to schedule medical or dental appointments at a time other than during work hours shall be permitted to be absent from work for up to one (1) hour without charging the absence to sick leave. All absences for medical or dental appointments in excess of one hour shall be charged to sick leave. In the event absences for medical and dental appointments are frequent in number, the absence, regardless of time, shall be charged to sick leave. “Frequent” as used in this subsection means more than one such appointment in any one- (1) month or more than four (4) such appointments in any fiscal year.

1.13 The District will follow applicable law as it relates to exempt employees.

SECTION 2 - Industrial Accident and Illness Leave

2.1 In addition to any other benefits that a unit member may be entitled to under the Workers' Compensation laws of this state, unit members shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for each accident or illness. This leave shall not be accumulated from year to year, and when any leave overlaps a fiscal year, the unit member shall be entitled to the same illness or injury to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

2.2 Industrial accident or illness leave will commence on the first day of absence provided the unit member submits a doctor's first report of work injury to the Human Resources Office.

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

2.4 Industrial accident and illness leave will be reduced by one (1) day for each day of authorized absence, regardless of a compensation award made under Workers' Compensation.

2.5 Industrial accident or illness leave is to be used prior to using normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, or other paid leave will then be used. If, however, an employee is receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave, or other paid leave which, when added to the Workers' Compensation award, provides a day's pay at the regular rate of pay.

2.6 Prior to being permitted to return to work, unit members must submit to their supervisor a medical release.

2.7 Any time a unit member on industrial accident or illness leave is able to return to work, he/she shall, when administratively practicable, be reinstated in his/her position without loss of pay status or benefit status.

2.8 Unit members shall become eligible for industrial injury or illness leave upon completion of the six (6) months probationary period. Waiver of this eligibility period is at the discretion of the superintendent or designee.

2.9 Members of the bargaining unit using leave pursuant to this Section must notify their immediate supervisor or designee of their impending absence, the nature and extent of the illness or injury, the anticipated duration of the absence, and of any change in expected date of return to work. Failure to follow the procedures required by this subsection may be grounds for denying paid industrial accident or injury leave.

SECTION 3 - Extended Disability Leave

3.1 When a member of the bargaining unit is absent from duty on account of illness or accident for a period of five (5) calendar months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the absent employee's position during the absence. Extended disability is defined as disability of long, continued, and indefinite duration which prevents an employee from performing his/her usual duties. Extended disability leave is not intended to be used for illness of short duration.

3.2 To be eligible for leave pursuant to this Section, unit members must submit a doctor's verification of illness to the Human Resources office on forms provided by the District.

3.3 The leave and differential salary provided in subsection 3.1 above is available only after all accumulated sick leave and earned vacation have been exhausted.

3.4 In cases of illness of short duration--five (5) days or less-- where all available sick leave has been exhausted, the employee may use leave without pay or vacation leave.

3.5 Extended disability leave is available only once in each fiscal year. The five-calendar-month period is calculated commencing with the first day of absence for the illness defined as qualifying the unit member for the leave provided in this section.

SECTION 4 - Personal Necessity Leave

4.1 Personal necessity is described as an uncontrollable event that must be attended to during work hours. A maximum of seven (7) days of sick leave earned pursuant to Section 1 of this Article shall be available for use by a unit member, at his/her election, in cases of personal necessity for the following reasons:

4.1.1 Death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 7 of this Article.

4.1.2 Accident, involving the employee's person or property, or the person or property of a member of the immediate family.

4.1.3 Appearance in any court or before any administrative tribunal as a litigant, party,

or witness under subpoena or any order made with jurisdiction.

4.1.4 Family School Partnership Act - The Family School Partnership Act applies to parents, guardians or grandparents having custody of one or more children in kindergarten through 12th grade. The employee may take up to forty (40) hours each school year, but not more than eight (8) hours in any calendar month of the school year, to participate in activities of the school of any child for which he/she has custody, if the employee gives prior or reasonable notice to the employer of the planned absence. Leave taken pursuant to this section will be counted as personal necessity leave. If all personal necessity leave has been used or if leave is not approved, this day will be taken from the employee's sick leave. If no such leave is available, the employee will take the day without pay. The employee shall provide documentation of participation from the school if requested by the employer.

4.2 Members of the bargaining unit using leave pursuant to subsection 4.1 above are required to notify their immediate supervisor prior to the beginning of the work shift in which the absence is necessary. Supervisors may waive this requirement in cases of extreme emergency. Failure to notify the immediate supervisor in advance of the unit member's impending absence may be grounds for denial of paid leave.

4.3 Upon approval by the Assistant Superintendent, Human Resources Services, or designee, and provided the request is made in writing, a unit member may use the leave provided in subsection 4.1 above for other reasons which may result from an uncontrollable event, expected or not, and which must be attended to during duty hours, or which are a result of compelling personal necessity. Approval for the leave must be obtained prior to its use; however, the Assistant Superintendent, Human Resources Services, or designee, may waive this requirement in cases of extreme emergency.

4.4 Upon return from a Personal Necessity Leave, bargaining unit members shall be required to complete absence verification forms provided by the District and to submit such verification as may be required.

4.5 Unit members shall transmit to the Human Resources Office any legal fees, exclusive of mileage and/or parking fees, received under subsection 4.1.3 above.

SECTION 5 - Maternity and Parental Leave

5.1 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom shall be treated as temporary disabilities, and the employee so disabled shall be eligible to use her accumulated sick leave during the period of disability, and shall be eligible for the benefits provided by Sections 1 and 3 of this Article for absences necessitated by disability related to pregnancy, miscarriage, childbirth, and recovery. The length of the disability leave shall be determined and certified in writing by the employee and the employee's physician.

5.2 The District will also grant unpaid childcare leave. The maximum length of such leave will be six (6) months.

5.3 A unit member will be granted, upon request, a maximum of two (2) days of absence with

full pay at the time of the birth or adoption of his/her child.

5.4 Consistent with Education Code section 45196.1, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code (California Family Rights Act (CFRA)), the amount deducted from the salary due him or her for any of the remaining portion of the 12- workweek period in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence.

a. The 12-workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.

b. A unit member shall not be provided more than one 12-workweek period for parental leave during any 12-month period.

c. This parental leave taken pursuant to this section 5.4 shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code (CFRA). The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.

SECTION 6 - Military Leave

Military leave of absence shall be granted as provided by law for the Military. Military orders must be verified in advance by a copy of the military orders requiring military duty.

SECTION 7 - Bereavement Leave

7.1 Unit members shall be permitted up to a maximum of five (5) days of leave with full pay for necessary absence in the event of the death of any member of the employee's or the employee's domestic partner's immediate family. "Immediate family" as used in this section includes husband, wife, domestic partner, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, aunt, uncle, step-parent, stepchild, or any relative of either spouse living in the immediate household of the unit member. Upon request, the employee must provide proof of qualifying relative to verify the need for this leave. The five days leave may be taken intermittently within a reasonable time frame.

7.2 Members of the bargaining unit may request permission from their immediate supervisor to be absent without pay on account of the death of any relative not designated as immediate family.

7.3 Members of the bargaining unit shall be required to contact their immediate supervisor or department office prior to the start of their regular work shift to request bereavement leave. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized absence. Exceptions to this provision may be made in the event of an emergency.

7.4 Verification of bereavement leave upon return from leave: Members of the bargaining unit

shall be required to complete a leave verification form provided by the District and provide such proof of eligibility for leave benefits pursuant to this section as may be required by the District.

SECTION 8 - Jury Duty and Other Legal Responsibilities

8.1 The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, or called as a witness in court other than as a litigant and pursuant to subpoena, leave of absence without loss of pay for time the employee is required to perform jury duty or serve as a witness during the employee's regularly assigned working hours. Employees, so called for the jury or witness duty, must notify the District of service date(s) upon receiving said notice or subpoena from officers of the Court. The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury or witness duty, less meals, travel, and parking allowances. Employees are required to return to work during any day or portion thereof in which jury duty services are not required. The division head may, when warranted, make an exception for unit members who work the night shift.

8.2 The District may require verification of jury duty or witness time prior to or subsequent to providing jury duty or witness compensation.

8.3 The unit member shall transmit to the District Human Resources office any juror or witness fees received, exclusive of mileage and/or parking fees.

SECTION 9 - Organization Leave

9.1 Unit members who are official delegates to Federation conferences and conventions shall be allowed up to five (5) days' leave without pay per year for the purpose of attending such conferences and conventions, provided the Federation reimburses the District for the cost of the substitute, if any.

9.2 Approval for leave under this section must be obtained in advance from the Assistant Superintendent, Human Resources Services, or designee.

SECTION 10 - Illness in the Immediate Family

10.1 A unit member may be granted up to four (4) days' absence per fiscal year with full pay because of serious illness in the immediate family of the unit member requiring the actual presence of that unit member.

10.2 "Immediate family" as used in this section means spouse, domestic partner, child, father, mother, father-in-law, mother-in-law, grandparent, grandchild; or any relative or foster relative living in the immediate household of the employee.

10.3 Approval for leave under this section shall be obtained from the Assistant Superintendent, Human Resources Services.

SECTION 11 - Leave Without Pay

11.1 Permanent bargaining unit members may be granted up to ten (10) days' leave without pay

upon approval of the immediate supervisor and the Assistant Superintendent, Human Resources Services, or designee.

11.2 After three (3) years of service, a unit member may apply for a leave of absence without pay for a period not to exceed three (3) months when approved by the superintendent or designee. Such leaves will not ordinarily be extended. Extensions up to an additional three (3) months will be decided on the merits of the individual case, as determined by the superintendent or designee, only after the written request of the employee.

11.3 A leave of absence without pay for up to six (6) months may be granted to unit members for retraining or for study under the following conditions:

11.3.1 The unit member has been a District employee in a paid status for seven (7) consecutive years immediately preceding a study leave or for three (3) consecutive years immediately preceding a retraining leave.

11.3.2 The unit member has not had a retraining or study leave during the eligibility period provided in subsection 11.3.1 above.

11.3.3 The unit member meets the standards of service prescribed by the District for eligibility for retraining or study leave.

11.3.4 The leave is requested in writing three (3) months prior to its use.

11.3.5 The leave does not interfere with the operations of the District and has been specifically approved by the Board of Trustees.

11.4 Unit members who fail to return to work at the end of a leave pursuant to this section will be terminated unless the leave has been for illness, injury, or industrial accident, in which case the "expiration of all leaves" provisions of Education Code Sections 45192 and 45195 are applicable. The Board of Trustees may deny any leave without pay request upon recommendation of the superintendent or designee when that particular leave is deemed not in the best interest of the school or the District.

SECTION 12 – Catastrophic Leave

12.1 Eligibility

Catastrophic leave is defined as a major physical or mental disability that renders the employee incapable of performing his or her regular work duties. Bargaining unit members may apply for and be eligible to receive catastrophic leave pursuant to the following:

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

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

12.1.3 Eligibility for catastrophic leave credits shall run concurrently with extended disability leave pursuant to Section 3 of this article and may be used only for the remainder of the school year, but in no event longer than twelve (12) consecutive calendar months following the start of the illness/accident absence.

12.1.4 Unit members will not be eligible to use catastrophic leave credits unless they have previously donated sick leave credits to the reserve. Previously donated as used in this paragraph means having donated sick leave credits during the annual period as defined in subsection 12.2.3 below.

12.1.5 Catastrophic leave credits may be used only in full-day increments.

12.1.6 Immediately following the distribution of this agreement, the District will publish and distribute guidelines for application for Catastrophic Leave, including a description of the process for approval or disapproval of such leave.

12.2 Procedures for Contributing Sick Leave Credit

12.2.1 Unit members may contribute only two (2) sick leave days in any one (1) fiscal year.

12.2.2 This catastrophic leave provision shall not be in effect for any school year in which a solicitation of days is made and a minimum of four (4) unit members fail to make a contribution of sick leave credits. If this four (4) unit member minimum is not achieved in two (2) consecutive years, the catastrophic leave provision in this article shall automatically be rescinded and any unused sick leave credits in the catastrophic leave reserve shall be returned, on a proportionate basis if need be, to those who donated credits and who did not use any catastrophic leave benefits.

12.2.3 Sick leave credits may be contributed only from July 1 through October 1 of each school year. Unit members employed by the District after October 1 may donate to the sick leave bank within the first thirty (30) calendar days of employment.

12.2.4 Contributions of sick leave credits are irrevocable and shall be for a full day only.

12.2.5 Only supervisors who have contributed days to the catastrophic leave bank are eligible to use it

12.3 Joint Federation-District Catastrophic Leave Committee

12.3.1 A joint Federation-District Committee comprised of one (1) representative and an alternate of each party shall administer the provisions of this article.

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

12.3.2.1 Determine and certify that the unit member is eligible for catastrophic leave based on the severity of the illness/accident and physician's verification of illness/disability.

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

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

12.4 Miscellaneous

12.4.1 Unit members do not accrue sick leave while using catastrophic leave credits.

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

12.4.3 Approval or denial of catastrophic leave requests by the joint committee shall not be subject to appeal or subject to the provisions of Article IX — Grievance Procedure of this Agreement.

12.4.4 District-paid health and welfare benefits shall end when extended disability leave (differential pay) provided in Section 3 of this article would have ended had catastrophic leave not been granted. Unit members using catastrophic leave credits beyond the five months of disability leave may continue health and welfare benefit coverage by paying the appropriate premiums.

12.4.5 Maximum number of days which can be accumulated in the catastrophic leave reserve shall be no greater than the number of FTEs in the bargaining unit.

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

SECTION 13 – Other Leave

13.1 Limited leave for business or personal reasons, not provided under Personal Necessity Leave, may be granted with or without pay at the discretion of the Superintendent or designee.

13.2 Probationary and permanent bargaining unit members who have no absences for sick leave, personal necessity leave or family illness during a fiscal year (July through June) shall be entitled upon request to one day of leave with pay on their birthday the following fiscal year. If the birthday falls on a Saturday, the holiday may be taken on Friday, or Monday if the birthday falls on a Sunday.

13.3 When the birthday falls during a week or month when the unit member is not assigned to work, the unit member shall be given a floating holiday during the regular school year. The floating holiday must be scheduled in advance with the pre-approval of the employee's supervisor. The holiday does not carry over or accumulate if not taken in the succeeding work year after which it is earned.

ARTICLE VII – EVALUATIONS

SECTION 1 - Supervisory Role in Evaluation Process

Unit members shall be responsible for conducting evaluations of assigned custodial and operations staff consistent with the direction and under the supervision of their designated classified or certificated administrator.

SECTION 2 - Evaluation of Supervisors

2.1 The District shall provide for a procedure for the annual evaluation of unit member job performance. A copy of the employee performance evaluation shall be made available to the respective employee at the time of evaluation and, whenever practicable, reviewed with the employee by the immediate supervisor. All employee evaluations are confidential to the extent permitted by law.

2.1.1 Upon written mutual agreement by the manager and supervisor, the probationary period may be extended by four months provided the employee received an evaluation before the end of the fourth (4^{th}) month of their probationary period. A subsequent evaluation will be completed at the midpoint of the extension period.

2.1.2 Every employee will be evaluated annually by his/her designated classified or certificated administrator. In cases where the employee reports directly to a supervisor, the administrator will complete the evaluation in conjunction with the supervisor. The District will provide training to administrators and supervisors on evaluation, employee supervision and discipline. The District will monitor the evaluation process to ensure evaluations are submitted annually.

2.2 Unit members will be given an opportunity to sign the performance evaluation, signifying only that the unit member has read the document and has been provided the opportunity of attaching a written response which shall become part of the permanent record.

2.3 Unit members who have a complaint about their evaluation should seek satisfaction first with the evaluator and then if not satisfied, with the Assistant Superintendent, Human Resources Services. Unit members have up to ten working days from the date the performance evaluation is made available to them in which to appeal to the Assistant Superintendent, Human Resources Services.

2.4 Unit members who receive an overall evaluation indicating job performance is "not up to standard," shall not advance a step on the salary schedule, including longevity increments until job performance is improved such that the employee receives a satisfactory evaluation. In this circumstance, the employee will be re-evaluated by his or her ***manager*** at the conclusion of the three (3) month interval and each three (3) month interval thereafter until a satisfactory evaluation is received. The employee shall advance on the salary schedule on the effective date of the satisfactory evaluation. The advancement will not be retroactive.

2.4.1 An employee who receives an "unsatisfactory" evaluation will not advance a step

on the salary schedule, including longevity increases, unless job performance improves such that the employee receives a satisfactory evaluation. In this circumstance, the employee will be re-evaluated by his or her manager at the end of each three (3) month interval until the evaluation is satisfactory or employment is terminated. The employee will not move on the salary schedule until the next annual evaluation cycle, usually in May or June of each school year.

ARTICLE VIII - SAFETY

SECTION 1 - Safe Conditions

1.1 The District shall provide bargaining unit employees with safe and healthful working conditions.

1.2 Each unit member has personal responsibility for the cleanliness and safety of the unit member's office or work area and will perform all work in a safe manner.

SECTION 2 - Safety Committee

The supervisor shall seek the advice of an ad hoc safety committee composed of one (1) unit member mutually acceptable to both parties and one (1) representative of management to review and make recommendations regarding specific complaints under Section 1 of this Article.

SECTION 3 - Examinations and Tests

Any physical or mental examination or test required as a condition of initial employment or as a condition of continued employment shall be at the District's expense.

SECTION 4 - Tools, Equipment, Clothing

4.1 The District shall provide and launder as appropriate District-required protective clothing for automotive and maintenance Human Resources.

4.2 The District shall provide all bargaining unit members with the tools and equipment that are necessary to perform assigned jobs.

4.3 If approved by their supervisor, unit members shall, upon request and with proper receipts, be reimbursed up to $250 per year for the cost of work boots.

ARTICLE IX - GRIEVANCE PROCEDURE

SECTION 1 - Purpose

1.1 The purpose of this grievance procedure is to facilitate the processing of a claim of grievance and to secure, at the administrative level closest to the alleged aggrieved employee, a resolution to any alleged violation of a specific provision of this Agreement which adversely affects an employee covered by this Agreement in his/her employment relationship.

1.2 Action to challenge or change the general policies of the District as set forth in Board or administrative policies or rules must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by rules and regulations of the Board of Trustees, or by the administrative regulations and procedures of this school District are not within the scope of the grievance procedure.

1.3 This grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of complaints outside the structure of the grievance procedure.

SECTION 2 - Definitions

2.1 A "grievance" is an alleged violation(s), misinterpretation(s), or misapplication(s) of a specific provision(s) of this Agreement, which directly and adversely affects the grievant. Action to challenge or change the terms of this Agreement shall not be considered a grievance.

2.2 A "grievant" is any supervisor employed by the District covered by the terms of this Agreement who has an alleged grievance. A group of employees may be considered a "grievant" provided all have signed the grievance form that is submitted at Level 1 as provided in subsection 4.2.1 of this Article. The Federation may be a grievant for the purposes of this Article if it alleges a grievance for Article II, Section 1; Article II, subsection 2.4; Article III, and Articles XIII, XIV, and XV of this Agreement.

2.3 "Day(s)" shall mean a day, except those days during winter or spring vacation, when the central administrative offices of the District are open for regular business. Exceptions may be made by mutual agreement.

2.4 The "immediate manager" is the lowest level administrator or manager having managerial authority over the grievant who has been designated to adjust grievances.

2.5 "Mediation Panel" means management employees or designees in joint session with members of the bargaining unit or designee for the purpose of grievance resolution or Agreement application and interpretation. Membership shall consist of three representatives of management and three representatives of the ***Federation***. Designees of each party shall be limited to a maximum of two (2).

SECTION 3 - Released Time for Processing of Grievances

3.1 The District authorizes released time for the purpose of processing grievances without loss of compensation as follows:

3.1.1 To the grievant only during informal discussion of the grievance with the immediate manager.

3.1.2 To the grievant, the shop steward, or one conferee of his/her choice, and essential and necessary witnesses as required by either party at Level One and Level Two. The intent of this subsection is to keep the number of witnesses at a minimum.

3.1.3 To the grievant and the shop steward or one conferee of his/her choice during meetings with the Board of Trustees if the Board requires such meetings during working hours.

3.1.4 To witnesses from both parties as required by the Board of Trustees if the Board desires to investigate the grievance rather than review the record only.

3.2 Processing of Grievances Defined

3.2.1 Processing of grievances shall be that time actually spent in discussions during meetings with the immediate manager, the superintendent and/or the Board of Trustees as described in Section 4 of this Article, except as provided in subsection 3.2.3 below.

3.2.2 Time spent in actual transit to and from work location to the meetings authorized in subsection 3.1 above shall be considered "processing of grievance" for purposes or receipt of this released time.

3.2.3 Time spent by the grievant, his/her shop steward, or conferee, or his/her witnesses for purposes of investigation or preparation for the various levels, meetings, and/or hearing as described in this Article shall not be considered "processing of grievance" for purposes or receipt of released time except that the bargaining unit shop steward shall be limited to a maximum of three (3) hours of released time per year.

SECTION 4 - Procedure

4.1 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate manager.

4.2 Formal Level

4.2.1 Level 1

If the grievance is not resolved at the informal level and within twenty (20) days after the alleged occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate manager or designee.

The immediate manager or designee shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance.

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

In the event a personal conference is requested, said ten (10)-day limit shall begin to run from the date of said conference.

4.2.2 Level 2

If the grievant is not satisfied with the disposition of the grievance at Level 1, the grievance shall be submitted in writing on the appropriate form to the mediation panel within ten (10) days.

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

Within ten (10) days after receipt of the grievance, the mediation panel shall meet to investigate the grievance in a sincere attempt to reach a satisfactory resolution or adjustment. Mediation of the grievance shall include a review of the process to date and may include an informal hearing involving the parties in interest.

A decision by the panel shall be by majority vote and shall be final.

4.2.3 Level 3

In the event the panel is deadlocked on a decision, the grievant may, within ten (10) days after receipt of notification of the deadlock, appeal the decision on the appropriate form to the Superintendent, or designee. This statement shall include a copy of the original grievance, the decision rendered at Level 1, and a clear, concise statement of the reasons for the appeal.

The Superintendent, or designee, shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the superintendent may request a personal conference within the above time limits.

In the event a personal conference is requested, said ten (10) -day limit shall begin to run from the date of said conference.

4.2.4 Level 4

In the event the grievant is not satisfied with the decision at Level 3, he/she may, within ten (10) days after receipt of the decision at Level 3, appeal the decision on the appropriate form to the Board of Trustees. The appeal shall be scheduled to be heard by the Board of Trustees at the next regularly scheduled board meeting following receipt of the appeal, provided the appeal is received forty-eight (48) hours prior to the Board meeting.

The Board of Trustees shall take action on the appeal no later than the next regularly scheduled board meeting following the hearing the appeal. The decision of the Board of Trustees shall be final and binding.

SECTION 5 - Miscellaneous Provisions

5.1 At any level of the grievance procedure, the employee may request the advice or presence of his or her organizational or unit representatives.

5.2 A grievance may be withdrawn by the grievant at any level without prejudice or record.

5.3 At any level, time limits in this Agreement may be mutually extended. However, the intent of this procedure is to expedite the processing of all grievances.

5.4 At any level, the grievant shall be allowed to present a written statement of position.

5.5 If the grievant fails to meet any of the time limits, the grievance shall be deemed denied.

5.6 If the respondent fails to meet any of the time limits, the grievance shall be deemed sustained.

5.7 Nothing in this section shall prevent a unit member from presenting a grievance to his/her immediate manager and having such grievance adjusted, without the intervention of the Federation as long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until the Federation has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response

ARTICLE X - WAGES

SECTION 1 - Salary Schedule

1.1 The salary schedules shall be set forth in Appendix A attached to and incorporated in this Agreement.

SECTION 2 - Initial Placement

2.1 Employees shall receive step placement on the salary schedule based on their record of experience on file with the Human Resources office.

2.2 New employees shall be credited with one step on the salary schedule for each three years of experience on file with the Human Resources Office.

2.3 New employees shall be placed no higher than Step 3 on the salary schedule, except by mutual agreement between the District and the Federation.

SECTION 3 - Schedule Advancement

Unit members who successfully complete a six-month probationary period following initial employment or promotion to a higher classification shall advance to the next higher step on the salary schedule. Thereafter, pending a satisfactory evaluation, unit members shall advance on the salary schedule, including longevity increments, on the first of the month following each full year of successful experience.

SECTION 4 - Professional Growth

3.1 Permanent employees, who meet the requirements, will be eligible for a professional growth increment every three years, to a maximum of three increments.

3.2 Requirements for the professional growth increment shall include:

3.2.1 Permanent status and employment for a minimum of twenty hours per week on a continuous basis for 75% of the work year.

3.2.2 Advance approval from the Human Resources Department before entering into the course of study.

3.2.3 Course of study must directly relate to the position currently occupied by the unit member. Nothing in this subsection precludes unit members from qualifying for professional growth increments when a course of study is to improve job skills for promotion, e.g. Accounting Courses for finance positions and Business Writing courses for clerical positions.

3.3 Eligible unit members shall be granted fifty dollars ($50.00) per month, prorated to the work year and workday of the individual member for eight (8) semester units or twelve (12) quarter units from an accredited college, university or approved adult education course. A transcript must be provided to Human Resources as proof of completion. Credit for adult

education courses will be equated as follows:

Hours	Units
10-15	0.5
16-20	1
21-30	1.5
31-40	2
41-50	2.5
51 or more	3

SECTION 5 - Supplemental Pay

5.1 Unit members who work beyond thirty-seven and one-half (37 ½) hours per week or beyond seven and one-half (7 ½) hours per day shall receive compensatory time at the rate of straight time for hours worked beyond thirty-seven and one-half (37.5) hours per week, or seven and one-half (7.5) hours per day; or receive pay at their regular pay rate for all such hours worked.

The immediate manager shall specifically authorize in writing the compensatory time or additional pay. The unit member has the option of choosing whether to receive compensatory time or additional pay at the time he/she works the hours beyond thirty-seven and one-half (37.5) hours in a week or seven and one-half (7.5) hours per day. The compensatory time earned pursuant to this subsection shall normally be used within the pay period in which it is earned. However, with the approval of the immediate manager, a unit member may accrue no more than five (5) days' compensatory time to be used within twelve (12) calendar months following the month in which the additional time was worked and at a time mutually acceptable to the unit member and the immediate manager. Compensatory time not used within the twelve (12) calendar months shall be paid to the unit members at the regular pay rate.

5.2 A five percent (5%) increase in the schedule for employees assigned to begin duties between 2 p.m. and midnight for at least twenty (20) consecutive days will be applied for actual days worked. Unit members receiving shift differential shall not lose such differential compensation if they are temporarily, for thirty working days or less, assigned to a shift not entitled to such compensation.

SECTION 6 - Longevity

6.1 Employees shall receive a longevity increment to the regular base pay based on years of service. Eligible employees who are employed less than full-time shall receive a prorated increment based on hours worked. Longevity increments shall be paid as follows for full-time employees:

Years in Service	Longevity Increment
7-10	$50.66
11-14	$73.18
15-18	$101.33
19+	$123.84

6.2 Longevity increments for eligible employees become effective the first of the month following completion of the years of service required in this section.

6.3 Longevity increments provided in this Article are not cumulative.

6.4 Unless otherwise agreed upon, effective July 1, 2019 the longevity values included in this Article shall be increased by the same percentage and in the same manner as any future ongoing increases to the parties' salary schedule.

SECTION 7 - Call-Back Pay

Bargaining unit members called back to work outside of the regular work day or work week shall be guaranteed a minimum of two (2) hours' pay at the regular-rate

SECTION 8 - Pay Periods and Paychecks

8.1 Unit members covered by this Agreement shall be paid once per month, normally payable no later than noon on the last working day of the month. Whenever administratively practicable the paychecks for shift workers will be issued at the end of the shift of the day proceeding the last work day of the month. If a normal pay date falls on a County Office of Education holiday, the paycheck shall be issued the preceding work day.

8.2 The District will endeavor to develop a program through the County Schools Office to show itemized deductions including overtime, holiday pay, shift differential, longevity pay, accrued sick leave, and accrued vacation.

8.3 Unit members covered by this Agreement upon retirement or resignation shall be compensated at their regular rate of pay for all accrued vacation leave.

SECTION 9 - Equal Pay

There shall be no discrimination on the basis of sex between the wages paid to men and the wages paid to women for the performance of like work within the classification for like number of hours.

SECTION 10 - Promotions

10.1 Unit members who successfully complete a six (6)-month probationary period will move the first of the following month to the next step on the salary schedule for his/her classification except as noted in Article VII, Section 2.1.1. Failing probation will result in termination from the higher class prior to completing the six (6)-month probation period.

10.2 Unit members who are promoted will be placed on the salary schedule at the step which gives the unit member a five percent (5%) salary increase. After successful completion of a six (6)-month probation period in the new position, the unit member will receive a step increase, if one is available on the new schedule. If the unit member fails probation, he/she will be returned to his/her previously held position or a comparable position if the previously held position has been abolished.

10.3 Permanent employees who accept a promotion will serve a new probationary period, however, during this time they will not be prohibited from applying for other jobs that may come open. If selected, the probationary period will begin again for the new position.

SECTION 11 - Pay for Working Out of Classification

The salary of a unit member who is required to work out of classification in a higher classification shall be increased to the rate of pay of the higher classification while working in that classification. Placement within the range for that classification shall be at the lowest step within the range that provides for at least a five percent (5%) increase in base salary. Work in a higher classification shall be specifically authorized in writing and in advance by the immediate manager.

SECTION 12 - Miscellaneous

12.1 Mileage

Bargaining unit members required by their immediate manager to use their personal vehicles for their assigned work shall be reimbursed at the District rate of reimbursement of actual mileage incurred in the course of their required work. The District rate shall be consistent with that established by the IRS, and shall be revised accordingly in July of each year.

12.2 Pension Plan

The Public Employees' Retirement System retirement plan provided by the District to bargaining unit members shall continue in effect for the duration of this Agreement unless altered by California State Law.

The District and bargaining unit members shall participate in the Federal Old Age and Survivors Insurance Program (Social Security).

12.3 Leave Accrual

Vacation, holiday and sick leave accrual will be reported to employees on a semi-annual basis. Records of duly authorized comp time will be kept at the work location. Reports can be made available to employees by the employee's manager in January and June.

12.4 Site-Based Governance Councils

Pending continuing allocation from the Board of Trustees and determination by the shared decision-making committee, members who participate in their site-based governance councils may be compensated. Nothing in this section precludes an employee from volunteering time to school governance and shared decision-making.

ARTICLE XI - HOLIDAYS AND VACATIONS

SECTION 1 - Paid Holidays

1.1 Paid holidays for Unit members shall be as follows: July 4; Labor Day; Veterans Day; Thanksgiving Day and the Friday following; December 24, December 25, and two additional days during the Winter vacation as approved by the Board of Trustees; New Year's Day; Martin Luther King's Birthday holiday; Lincoln's Birthday; Washington's Birthday holiday; the Thursday and Friday of Spring Vacation; and Memorial Day.

1.2 When any of the holidays listed fall on a Sunday, the succeeding work day that is not a holiday shall be deemed to be the holiday. When any of the holidays listed fall on a Saturday, the preceding work day that is not a holiday shall be deemed to be the holiday.

1.3 Other holidays shall be granted as designated by the Board of Trustees of the Sequoia Union High School District or as designated by the Governor of the State as a school holiday.

1.4 Unit members who are in a paid status immediately preceding or immediately following a holiday shall be granted the paid holiday.

1.5 A unit member required to perform work on a holiday specified in this section shall be paid at his/her normal day's pay plus one and one-half (1 ½) times his/her straight hourly rate for the actual hours worked for the first holiday worked. If he/ she is required to work more than one (1) holiday during a fiscal year, he/she shall be paid at his/her normal day's pay plus two (2) times his/her straight hourly rate for the actual hours worked on each additional holiday.

1.6 Nothing in this section shall preclude a unit member from volunteering to work on a paid holiday at one and one-half (1 ½) times his/her straight hourly rate for the actual hours worked.

SECTION 2- Paid Vacations

2.1 The vacation schedule for full-time bargaining unit members is as follows:

From one (1) through five (5) years of service..…... 15 days per year
For six (6) or more years of service.....……. 20 days per year

The vacation allowance in this Article must be earned and accrued prior to its use. Further, the vacation allowance will be prorated based on the number of months in a unit member's work year.

"Full year's service" as used in this subsection means to be actually employed for one (1) entire fiscal year from July through June. Unit members employed before November 1 of any fiscal year will be considered to have completed one (1) full year of employment for vacation anniversary date purposes when they have been employed through June of the fiscal year in which they were initially hired.

2.2 In the rare event the unit member is not able to take his full annual vacation, the unit member will carry over days up to the limit of twenty-five (25) and be paid in cash for the remaining

days not taken. Payout calculations will be done in July of each fiscal year. Managers will closely monitor the vacation days for these employees in successive school years.

2.3 Unit members are encouraged to take vacation in the year in which it is earned. Every effort will be made to limit the number of vacation days carried over from year to year. Upon separation from service, unit members shall be entitled to lump-sum compensation for all earned and authorized unused vacation.

2.4 Unit members who are nine (9)-month employees will have vacation pay prorated monthly in accordance with the payroll rules of the Public Employees Retirement System.

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

2.6 The District reserves the right to schedule work hours during winter and spring break for those employees whose jobs are best accomplished during times when students are not present. Employees not needed to work during school closure times will take vacation time during winter and spring break. Management will consult with staff and make decisions on which jobs are to be worked during scheduled closures.

2.7 In the event of bereavement or serious illness which prevents continuation of the vacation, unit members may, upon approval of the superintendent or designee, interrupt o terminate vacation to begin sick leave, illness in the immediate family, or bereavement leave as provided in this Article. The unit member must supply notice and verification to the superintendent or designee prior to being granted the change provided in this subsection.

2.8 The District will follow applicable law as it relates to exempt employees.

ARTICLE XII - CLASSIFIED RECLASSIFICATION PROCESS

SECTION 1 - Joint Committee

Upon receipt of a POSITION INFORMATION QUESTIONNAIRE as well as the completed SUPERVISOR'S REVIEW (S), the District and AFSCME will form a four (4) person committee comprised of two (2) members appointed by the Union and two (2) members designated by the District. In addition to the four-committee members, the committee may bring in additional non-voting members to provide input and to assist with data gathering. In the event of any ties in voting by the committee, the Assistant Superintendent of Human Resources may cast a vote to break the tie. The Joint Committee will make a recommendation to the Superintendent, per Section 4 of this Article.

SECTION 2 – Reclassification Process

A request for reclassification, in the form of the POSITION INFORMATION QUESTIONNAIRE, may be initiated either by the supervisor, the employee, the District, or the Union. The employee's request shall be submitted to the Assistant Superintendent of Human Resources who shall attach the POSITION INFORMATION QUESTIONNAIRE to the SUPERVISOR'S REVIEW and forward the request through the succession of supervisors. All requests must be received by the Assistant Superintendent of Human Resources by November 1st. The committee will meet within fifteen (15) working days after November 1. The review process will be concluded with a formal recommendation in writing to the requesting party no later than May 1, at which time the recommendation will be forwarded to the Superintendent for consideration. If two successive supervisors do not approve or endorse the reclassification, the process will be rendered a denial. In this event, the employee or Union may appeal to the Assistant Superintendent of Human Resources; the decision of the Assistant Superintendent of Human Resources will be final.

SECTION 3 – Criteria for Reclassification

The following criteria shall be used for a reclassification;

1. The minimum time frame for consideration is eighteen (18) months of the employee(s) having performed the duties for a reclassification review.

2. The increase in duties and complexity are evidenced on an ongoing basis during the period being reviewed.

3. That the duties and/or assignment can be distinguished from a working out of classification claim.

4. That the employee received satisfactory performance evaluations for his/her past two evaluations.

SECTION4 – Review of Committee Recommendation to the Superintendent

In the event that the Joint Committee recommends reclassification, the Superintendent has the discretion to accept, modify or override the recommendation. The decision of the Superintendent will not be subject to grievance.

ARTICLE XIII - NO-STRIKE CLAUSE

The Federation agrees that during the life of this contract neither it nor its officers, representatives, committee members, stewards, or its members, will, for any reason directly or indirectly, call, sanction, or engage in any strike, sympathy strike, walkout, slowdown, sit-down, sit-in, stay-away, limitation of required activities, boycott of primary or secondary nature, or any form of interference in the operation of the educational process of the District.

ARTICLE XIV - COMPLETION OF AGREEMENT

The District and the Federation agree that this contract is complete. There shall be no additions to or deletions from the content of any Articles and there shall be no Articles added except by mutual agreement by the Board and the Federation. In addition, there shall be no further negotiations on any matter that is within or comes within the scope of representation for the duration of the contract except by mutual agreement.

ARTICLE XV - SAVINGS CLAUSE

If any provisions of this agreement are held contrary to law by a court of competent jurisdiction, or by the Public Employment Relations Board itself, such provisions will be deemed valid and subsisting only to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XVI - TERM OF AGREEMENT

1.1 This Agreement will be effective July 1, 2024, and shall remain in full force and effect up to and including June 30, 2025.

1.2 It is in the interest of the parties to maintain the fiscal solvency of the District. If, at any time during the term of this Agreement, the District believes that its fiscal solvency is in jeopardy, the Association agrees, at the request of the District, to reopen negotiations on salary and benefits (Articles VI and XI).

INFORMATION SECTION

This information section is provided for the assistance of unit members: Schedule No.

18.0 Food Service Supervisor

18.5 Warehouse Supervisor

19.0 Transportation Supervisor

20.0 Plant Manager

20.5 No Classification

21.0 Lead Plant Manager

24.5 Accounting and Payroll Supervisor

INFORMATION SECTION

Layoff: Procedures for layoff are found in Education Code Sections 45298 and 45308. The section includes such language as:

1. Order of layoff within class shall be determined by length of service.
2. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.
3. Reemployment shall be in the reverse order of layoff.
4. Laid-off employees are eligible for reemployment for a period of 39 months and are to be reemployed in preference to new applicants.

The District will meet and confer with the Federation to discuss the effects of layoff.

Family/Medical Leave: The Family Medical Leave Act (FMLA) provides up to twelve (12) weeks of unpaid family/medical leave within a twelve (12)-month period. A new twelve (12) months begins at the end of an FMLA leave provided the employee has been employed for at least 1250 hours during the twelve (12) months immediately preceding the leave. Accrued leave (vacation/sick leave for yourself or vacation/family leave for family) runs concurrently with the twelve (12) weeks. District-paid benefits will continue during the twelve (12) weeks of FMLA leave. Appropriate medical certification will be required.

California Labor Code 230 and 230.1 allow the use of FMLA for Victims of Domestic Violence. Please consult district policy or the Human Resources office for further information.

Kin Care - In compliance with California Labor Code Sections 233 and 234, an employee may use up to 50% of the sick leave accrued within the current calendar year for illness in the immediate family, defined as a child, parent, spouse or domestic partner, without negative consequences to his/her attendance or performance record. It is understood that the rights under the Kin Care law run concurrently with the rights under Article VI, Section 10.