

AGREEMENT

JULY 1, 2024 THROUGH JUNE 30, 2027

between

**California School Employees Association and its
San Mateo County Office of Education Chapter No. 887
and
San Mateo County Superintendent of Schools**

San Mateo County Office of Education
101 Twin Dolphin Drive
Redwood City, California 94065

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PREAMBLE

The following Agreement is entered into between CSEA Chapter 887 (hereinafter referred to as “CSEA”), and the San Mateo County Superintendent of Schools and the San Mateo County Board of Education, (hereinafter referred to as to “the County Office”), in accordance with the provisions of California Government Code sections 3540 through 3549 inclusive.

ARTICLE 1 – RECOGNITION

- 1.1 The County Office recognizes CSEA as the exclusive representative for all probationary and permanent part-time and full-time classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as part of this Agreement. All other employees will be excluded from the Unit. The exclusion includes, but not be limited to, employees who are management, supervisory, certificated, confidential, temporary student assistants, and all other positions not specifically included.
- 1.2 CSEA shall be notified of all newly created non-management, non-confidential classified job classifications.
- 1.3 Five (5) working days prior to making an assignment of a newly-created classification to a bargaining unit; or reclassification of a current position; title, duties or pay range; or requesting to hire a new bargaining unit employee at a Step higher than Step 2, the County Office will notify the Labor Relations Representative and the Chapter President and, upon request, confer with CSEA regarding the potential appropriate CSEA bargaining unit, consistent with the rules of the Public Employment Relations Board. The composition of the bargaining unit will not be changed without mutual consent of the parties, subject to the rules of the Public Employment Relations Board.

ARTICLE 2 – MERIT SYSTEM RULES

Whereas, the conditions of employment of classified personnel in the San Mateo County Office of Education, currently a Merit System jurisdiction, are governed by the Education Code, the parties agree for the duration of the Agreement to be bound by the rules and regulations of the Personnel Commission. All proposed changes in the Merit System Rules, which fall within the scope of representation as set forth in Government Code section 3543.2(a), must be negotiated between the parties.

If the County Office ceases to be a Merit System jurisdiction, CSEA reserves the right to meet with the County Office to develop alternative rules and regulations for bargaining unit employees that fall within the scope of the parties’ bargaining obligation.

ARTICLE 3 – SALARY AND HEALTH/WELFARE BENEFITS

3.1 Salary

Bargaining unit employees shall be paid in accordance with the salary schedule, which is attached as Appendix B.

- 3.1.1 The County Office shall provide a 3.5% increase to the salary schedule, retroactive to July 1, 2024, inclusive of past overtime hours worked from July 1, 2024 through the date that the retroactive payment is processed for payment. The County Office will provide notice to CSEA of the date the retroactive payment will be made.
- 3.1.2 The County Office shall provide a 3.5% increase to the salary schedule, retroactive to August 1, 2025. The County Office will provide notice to CSEA of the date the retroactive payment will be made.
- 3.1.3 The County Office shall provide a 3.5% increase to the salary schedule effective July 1, 2026.
- 3.1.4 The parties agree that, for the 2025-2026 and 2026-2027 school years, if another employee group at the County Office (e.g. teachers' union, administrators group, confidential group, or other CSEA bargaining unit) receives any one or more of the following three items, which exceeds what was agreed to with CSEA 887 for each item for that respective school year, then CSEA 887 shall be entitled to receive the same increases) and will have the right to reopen Article 3.
 - 3.1.4.1 an ongoing salary increase percentage;
 - 3.1.4.2 a one-time, off-salary schedule increase; and/or
 - 3.1.4.3 an increase to the County Office's contribution towards health benefits – measured by the dollar amount increase.

CSEA's right to reopen Article 3 shall be to bargain over, as applicable, how the difference in the ongoing and/or one-time salary increase and/or dollar value of the County Office's health benefits contribution increase will be distributed to CSEA 887 for that respective school year.

3.2 Service Credit

- 3.2.1 Commencing the first of the month after completing the following service requirements with the County Office, bargaining unit employees will receive the following increments added to their base salary:
 - 3.2.1.1 7 years of service credit + 2.875%
 - 3.2.2.2 10 years of service credit + 2.875%
 - 3.2.3.3 13 years of service credit + 5.75%
 - 3.2.4.4 16 years of service credit + 2.875%

3.2.5.5 22 years of service credit +2%

3.2.6.6 26 years of service credit +1.875%

Effective the first full month following the full ratification of the parties successor collective bargaining agreement from July 1, 2024 through Juen 30, 2027, the 22 year of service credit increment will be changed to 20 years. There shall be no retroactive liability for the County Office, i.e., no payments will be made to employees for the time period prior to the effective date of this change.

It is the parties' intention that this change will not result in a loss of overall longevity percentage for any bargaining unit employee as a result of moving from the Chapter 789 longevity system to the Chapter 887 service credit (longevity) system. The parties have relied on information provided by the County Office during the 2024-2027 successor negotiations to make this determination. If it is discovered that the change reflected in Article 3.2.5.5 will result in a loss of overall service credit (longevity) percentage for any bargaining unit employee, then the Parties shall be eligible to request in writing to reopen Article 3.2.1.

A year of service is defined as one (1) calendar year of service in a paid status as a regular 10 or 12 month employee. The anniversary date for accruing service credit is the first of the month in which an employee is hired, if the employee is hired on the first working day of the month. Otherwise, the anniversary date will be on the first of the month following the month hired. An employee cannot earn more than one (1) year of service in a twelve (12) month period.

Service credit increment(s) will be prorated based on an employee's percentage of full time worked.

3.3 PERS Payment

The Employee shall pay the entire Worker contribution to the Public Employees Retirement System ("PERS").

3.4 Health and Welfare Benefits

3.4.1 2026 Calendar Year Benefits Cap

Effective January 1, 2026, the County Office will contribute toward coverage in County Office provided medical plans for unit members who are 0.50 FTE or greater, as follows:

3.4.2.1 Single Coverage –\$1,400.00 per month

3.4.3.2 Employee Plus One and Family Coverage – \$1,750.00 per month

3.4.2 2027 Calendar Year Benefits Cap

Effective January 1, 2027, the County Office will contribute toward coverage in County Office provided medical plans for unit members who are 0.50 FTE or greater, as follows:

3.4.3.1 Single Coverage \$1,500.00 per month

3.4.3.2 Employee Plus One and Family Coverage - \$1,850.00 per month

3.4.4 Irrespective of the coverage level selected by the unit member, the cost of dental coverage will be deducted from the applicable monthly contribution prior to any medical or vision coverage deductions, i.e., if a unit member selects employee plus one dental coverage that full amount will first be deducted from the contribution amount defined above in Articles 3.4.2 and 3.4.3. The remainder will be applied toward medical coverage and if there is any leftover money from the contributions set out in the sentence above, it may be applied first toward the cost of single-only vision coverage and then toward vision coverage for spouses, registered domestic partners, or dependents.

3.4.5 Cash Back Option

The County Office will contribute a maximum of \$300 per month to employees who work more than 0.50 FTE and do not participate in one of the County Office CalPERS medical plans. The cost of single dental coverage will be deducted from the \$300 per month. The remainder will be “cash back” to employees.

3.4.6 In the event health plan requirements (Mandatory Health Plan Requirements) are adopted by the federal or state government(s), which impact the parties’ bargained agreement on health care coverage, the parties agree that the collective bargaining agreement shall, upon request of either party, be reopened for negotiations to address health care coverage. The parties also agree to reopen the Agreement to bargain any change required by the Affordable Care Act (“ACA”) regarding the imposition or pending imposition of an excise tax during the term of the Agreement due to coverage which violates maximum value coverage under the ACA (the “Cadillac Tax”), and to negotiate regarding the Cadillac Tax, including, but not limited to, how the Cadillac Tax will be apportioned between the parties.

3.4.7 “125 Flexible Benefit Plan Premium Only” – The County Offices offers a “125 Plan” for bargaining unit employees’ out-of-pocket premium costs.

3.4.8 The County Office agrees to provide dental benefits as set forth in Option “L” of the San Mateo County Schools Insurance Group JPA.

3.5 Vision Benefits

- 3.5.1 The County Office will make available vision benefits to CSEA unit members through VSP or other provider as selected by the County Office.
- 3.5.2 Participation in the vision plan shall be voluntary and employees must elect to participate during the open enrollment period.
- 3.5.3 The premiums and other costs associated with electing to have vision coverage shall be the responsibility of each employee, except as specified in Article 3.4.2 and Article 3.4.3.

3.6 Retirees

- 3.6.1 Upon retirement, bargaining unit employees who have been on the health and dental insurance programs may continue such coverage by paying to the County Schools Service Fund the same group rate charged by the carrier. Upon reaching age sixty-five (65), those who qualify for MediCare are eligible for the group supplemental insurance, which is a companion plan to MediCare.
- 3.6.2 The County Office provides bargaining unit employees who retire \$200 per month per bargaining unit employee towards payment of the premium for County Office medical or dental plan. The County Office's contribution per retiree will continue for 10 years or to age 65 ("benefit period"), whichever comes first. To be eligible for this benefit the bargaining unit employee must have worked for the County Office for ten years (consecutively or non-consecutively) before the effective date of retirement.
- 3.6.3 Retiree Benefits – Spousal Continuation

If the retiree dies prior to completing the benefit period, the retiree's spouse or registered domestic partner shall, if not prohibited by applicable law, be allowed to receive the County Office contribution towards health and medical benefits under the same conditions as the retiree.

3.7 Mileage

The County Office will reimburse employees for mileage at the maximum rate established by the IRS.

3.8 Insurance

The County Office provides full-time employees the following life insurance benefit at no cost to the employee. This benefit shall be separate from the County Office's contribution toward health and welfare benefits:

\$25,000	Employee
\$25,000	Accidental

\$1,000 Each dependent

The County Office may change carriers, but will, unless negotiated otherwise, maintain life insurance coverage amounts.

3.9 Vacation/Vacation Longevity Pay

3.9.1 All bargaining unit employees except non-vacation earning employees earn vacation as follows:

3.9.1.1 One (1) through five (5) years of service inclusive: Vacation allowance shall be earned at 10 hours per month. Vacation shall be prorated for less than full-time service. Vacation allowance shall be credited as earned.

3.9.1.2 Six (6) through ten (10) years of service inclusive: Vacation allowance shall be earned at 13.33 hours per month. Vacation shall be prorated for less than full-time service. Vacation allowance shall be credited as earned.

3.9.1.3 Beginning with the eleventh (11) year of service: Vacation allowance shall be earned at 16.66 hours per month. Vacation allowance shall be prorated for less than full-time service. Vacation allowance shall be credited as earned.

3.9.2 Vacation Longevity Payments

3.9.2.1 The bargaining unit employee must have five (5) years of service with the County Office by June 1 of the fiscal year in which the vacation longevity payment option is exercised. Up to five (5) days of the employee's vacation may be taken as pay.

3.9.2.2 The bargaining unit member must have ten (10) years of service with the County Office by June 1 of the fiscal year in which the increased vacation longevity payment option is exercised. Up to ten (10) days of the employee's vacation may be taken as pay. Former Chapter 789 employees who have ten (10) years of service as of March 16, 2026, and who were continuously employed at the time of the merger with Chapter 887, shall be eligible to take up to fifteen (15) days of the employee's vacation as pay.

3.9.2.3 The anniversary date for accruing one year of service is the first of the month in which hired if the bargaining unit employee is hired on the first working day of the month. Otherwise, the anniversary date will be the first of the month following the month hired.

- 3.9.2.4 A bargaining unit employee will be paid for only that additional vacation time earned as a result of accumulating the qualifying number of years of service as specified in this Section.
 - 3.9.2.5 The vacation longevity allowance will be computed on the bargaining unit employee's pay rate in effect at the end of the fiscal year in which the option is chosen, and in which the additional vacation is earned. An employee who terminates will be paid at the pay rate in effect at the time of termination.
 - 3.9.2.6 A bargaining unit employee who qualifies for additional vacation shall exercise the option to take all or a portion of the additional time in pay prior to June 30 in each fiscal year. Payment shall be made on or before August 31 succeeding the close of the fiscal year in which the option is exercised. The hourly rate of pay for bargaining unit employees to be used for determining vacation pay as provided in this Article shall be calculated as follows: rate of pay times 12, divided by 230, divided by 8.
- 3.9.3 As an alternative to taking a vacation longevity payment, employees may carry over and accumulate up to a total of two hundred and forty (240) hours of vacation. Within two months of an employee being within 40 hours of their 240 hour vacation cap, the County Office will provide notice to the employee and their manager of that fact. After the notice has been provided, the employee's manager will meet with the employee to discuss the employee scheduling vacation within the next 60 calendar day period. If no agreement can be reached on the employee scheduling their vacation or if, in an unusual circumstance, the employee hits their 240 hour cap, then, at the County Office's discretion, it may either schedule the employee to take up to 40 hours of vacation or payout up to 80 hours of accrued vacation or a combination thereof, but in no event will an employee be required to use or be paid out more than 80 hours of vacation.
- 3.9.4 Any accrued but unused vacation time shall be paid to the employee upon termination of employment. Employees who have not completed six months of employment in regular status shall not be entitled to receive compensation paid out at the time of termination for accrued, but unused vacation.
- 3.9.5 Scheduling
- 3.9.5.1 Vacation requests must be submitted on the County Office established form to the employee's manager. All written vacation requests must be responded to in writing and returned to the employee within five (5) working days. If the request is not approved, the written response will contain the reasons for non-approval.

- 3.9.5.2 Should a conflict arise within a work area, major holidays (winter break, spring break, Thanksgiving) will be assigned on a rotational basis among those employees requesting such time off.

3.10 Holidays

- 3.10.1 Bargaining unit employees shall receive the following holidays. If the holiday falls on a weekend day, then the Holiday shall be observed on the closest weekday, unless otherwise agreed.
- Independence Day (July 4)
 - Labor Day (First Monday in September)
 - Veteran's Day (November 11)
 - Thanksgiving (Two days – Thanksgiving Day and the working day after Thanksgiving)
 - Winter Break (December 24, and December 25)
 - New Year's Eve (December 31)
 - New Year's Day (January 1)
 - Martin Luther King Day (Third Monday in January)
 - Presidents' Day (Two days – dates to be determined)
 - Spring Holiday (One day – date to be determined)
 - Memorial Day (Last Monday in May)
 - Juneteenth Day (June 19)
- 3.10.2 An employee required to work on any holiday shall, at the discretion of the employee, be paid or given compensatory time off at the rate of two (2) times the employee's regular rate of pay in addition to the regular rate of pay received for the holiday.
- 3.10.3 The unit member shall receive the holiday if the holiday falls within the unit member's established work calendar and/or if the unit member is in a paid status during any portion of the working day immediately preceding or succeeding the holiday.
- 3.10.4 **Floating Holiday**
Each employee, except non-vacation earning employees, shall be entitled to take one (1) floating holiday during a fiscal/school year, after six (6) months from hire date. Floating holidays shall not be carried over to the following fiscal year and shall not be paid out if not used at the end of each year or upon separation of employment.
- 3.10.5 **Confidentials**
Confidential employees who joined CSEA as a result of the negotiations which pertained to the implementation of the classification/compensation study in the 2025-2026 school year shall receive five (5) days of paid leave as follows: Four Personal Business Days and One Floating Holiday (the previously provided

three Personal Leave days are being integrated into the Personal Business leave bucket).

ARTICLE 4 – ORGANIZATIONAL SECURITY

CSEA shall have the sole and exclusive right to have membership dues, Victory Club, and other fees as identified by CSEA deducted for employees in the bargaining unit by the County Office.

4.1 Certification Of Unit Member's Authorizing Dues Deductions

Within thirty (30) days of the ratification of the 2018-19 successor Agreement, CSEA shall provide a certified list of individuals employed in CSEA represented positions who have authorized the County Office to withhold dues and other CSEA fees from that employee's pay warrant. Thereafter, on a monthly basis CSEA shall provide the County Office's Manager of Internal Business Services or designee (with a copy to the Associate Superintendent, Human Resources) with written notice of changes to the certified list for the following reasons:

- (a) An existing employee on the certified list has revoked an authorization to have dues and/or other CSEA fees withheld from their pay warrant.
- (b) An existing or new employee, not included on a prior certified list, has authorized to have dues and/or other CSEA fees withheld from their pay warrant.

If written notice is received by the County Office at least three (3) work days prior to the closure of payroll for that month, the County Office shall commence with the authorization/revocation of dues and other CSEA fees for that month. If the written notice is received after the above deadline, the County office shall commence with the authorization/revocation of dues and other CSEA fees for the following month. Nothing shall prevent the County Office, at its discretion, from processing authorizations/revocations after the three-day deadline, for that month.

CSEA's written notice shall include the full name of the affected employee and an effective date of that employee's authorization/revocation. Nothing prevents CSEA from providing written notice more frequently than once per month.

CSEA shall not be required to submit to the County Office a copy of the unit member's written authorization, unless a dispute arises about the existence or terms of the written authorization. CSEA shall indemnify the County Office for any claims made by an employee for deductions made in reliance on its notification.

4.2 Dues Deductions

Pursuant to Article 4.1, the County Office shall deduct in accordance with the CSEA dues and fees schedule from the wages of all employees.

4.3 The County Office shall direct employee inquiries regarding changes or cancellations of deductions to the CSEA Labor Relations Representative.

4.4 Harmless Clause

CSEA shall indemnify, defend, and hold the County Office harmless from any and all claims, demands, suits, or any other action arising from the organizational security provisions contained herein, including, but not limited to, dues deductions made in reliance on CSEA's certified list provide to the County Office pursuant to Article 4.1. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

ARTICLE 5 – ASSUMPTION OF ADDITIONAL DUTIES

5.1 An employee may be temporarily assigned to perform duties and responsibilities which are outside the employee's regularly assigned duties.

5.1.1 These duties may be at the same level, a lower level, or a higher level.

5.1.2 Those duties which are of the same or lower level shall be related to the employee's job classification and may be temporarily assigned to an employee by the County Office and employees will not receive additional compensation for such assigned duties unless there is authorized pay or compensatory time for overtime.

5.1.3 Those duties which are temporarily assigned by the County Office and are of a higher level shall be compensated in accordance with Section 5.3.2.

5.2 Prior to an employee assuming additional duties, whether of a higher, same or lower class, the Program Manager or Supervisor shall meet with the employee to discuss the performance of the additional duties and responsibilities.

5.2.1 This discussion shall include, but not be limited to, the following:

5.2.1.1 What duties will be performed

5.2.1.2 How the employee's regular duties will be handled

5.2.1.3 The beginning and ending dates for the assumption of additional duties

5.3 Assignment Of Higher Level Duties and Compensation

5.3.1 Assignment of Higher Level Duties

If the assignment of such additional duties are of a higher level, the work shall be offered in the following order: (1) by seniority within the same department where the additional duties are to be performed; (2) by seniority within a different department from where the additional duties are to be performed; and (3) if no employee within 1 or 2 above takes on the additional duties, then to the least senior qualified employee within the same department, as determined by the County Office.

5.3.2 Compensation For Higher Level Duties

If the employee is to assume duties and responsibilities of a higher classification for more than (3) three working days within a (15) fifteen-day working period, the County Office shall place the employee on Step One of the classification range in which the employee is performing the additional duties (or that step which will give the employee not less than a 5.0% increase but does not exceed the dollar amount of the maximum step of the range in which the employee is performing the additional duties) if the employee is assuming duties which distinguish the higher from the lower classification.

5.4 An employee will not be penalized any service or other credit received in the employee's permanent class.

5.5 Pay adjustment shall be for the actual days the employee works out-of-classification after becoming eligible for such pay as set forth in this Section.

5.6 Interpretation and Translation Duties

The assignment of interpretation and translation duties shall be offered by seniority within the same Department where the interpretation and/or translation duties are to be performed. To be eligible to be offered the bilingual work, the employee must have passed the County Office's bilingual proficiency assessment. If no employee within the Department takes the assignment or if there is no employee qualified to do the work, then the work will be assigned to another qualified employee, as determined by the County Office.

Employees who are not in positions designated as bilingual and who are asked to perform oral or written work in languages other than English shall be paid a bilingual differential of \$20.00 per hour in addition to their base hourly rate for the time they perform the bilingual work. Employees shall be compensated for no less than fifteen (15) minutes of bilingual work and then in fifteen (15) minute increments thereafter, including travel from their assigned job site to perform this work (if required). Bargaining unit employees shall submit time cards each month for any bilingual work performed in that month.

ARTICLE 6 – TRANSFERS

6.1 – Transfer

6.1.1 Position Transfers - A position transfer shall mean the relocation of an employee between, job sites, or between departments at the same job site, within the same classification.

6.1.2 Shift Transfers - A shift transfer shall mean the movement of an employee between shifts within the same classification (e.g. start/end times) and shall not impact total daily working hours.

- 6.1.3 Lateral Transfers - A lateral transfer is the transfer of an employee to a position in a similar or related class with the same salary range. Determinations of what constitutes similar or related classes shall be subject to the operative provisions of the Merit Rules (as of December 2025, the operative provisions are Merit Rule 110.1(C) and 110.1(D)).
- 6.1.4 The County Office has the responsibility and authority for final decision on all transfers, subject to the Personnel Commission's approval under Merit Rule 110.1(C) and 110.1(D) that the positions are similar or related classes.
- 6.1.5 Transfers shall not change the employee's County Office employment anniversary date, accumulated sick leave, or accumulated vacation credits.
- 6.1.6 Transfers shall have no effect on seniority.
- 6.1.7 Transfers shall not be used as a device to alter the effects of impending layoff.
- 6.1.8 To be eligible to request a transfer, the employee must be a permanent employee in the position from which they are seeking a transfer.
- 6.1.9 If, following an interview for a vacancy, a transfer candidate is deemed equal to an external candidate and/or a candidate from another job classification at the County Office, the transfer candidate shall be given preferential consideration in descending order of priority, as follows:
- Shift transfer candidates.
 - Position transfer candidates.
 - Lateral transfer candidates.

6.2 Voluntary Transfer Between Shifts

- 6.2.1 An employee may initiate a request for transfer between shifts by submitting a "Request for Transfer" form to the Personnel Office. All request forms shall be filed in the Personnel Office and shall be kept in active status for one year or, if prior to one year, until the employee requests otherwise.
- 6.2.2 The employee shall be transferred to the next vacancy for which they are qualified following the submission of a "Request for Transfer."
- 6.2.3 If two or more employees apply for a transfer to the same vacancy, the most senior employee shall be transferred, except when urgent and/or special needs of the County Office require otherwise. In cases where the County Office has decided that there is an urgent and/or special need, the basis of that decision shall be reduced to writing and provided to the candidate and the CSEA Chapter President.

6.3 Voluntary Position Transfer or Lateral Transfer

- 6.3.1 A voluntary position transfer or lateral transfer is a transfer which is initiated at the employee's request.
- 6.3.2 An employee may initiate a request for transfer at any time by submitting a "Request for Transfer" form to the Personnel Office. All completed request forms shall be filed in the Personnel Office and shall be kept in active status for one (1) year.
- 6.3.3 Notice of Vacancies
 - 6.3.3.1 Notice of all vacancies for internal transfer shall be posted at the County Office and at each County Office school site for a period of ten working (10) days.
 - 6.3.3.2 The County Office will provide unit members via email with notification of all vacancies, including job title, location, hours, and closing date of the vacancy.
 - 6.3.3.3 The Personnel Office shall notify the appropriate supervisor in writing of the employees to be considered from the transfer list.
- 6.3.4 Interviews/Examinations For Voluntary Transfers
 - 6.3.4.1 All transfer applicants – other than lateral transfers – shall be offered an interview for the vacant position.
 - 6.3.4.2 All lateral transfer applicants who pass qualification examinations as determined by the Personnel Commission shall be offered an interview for the position.
- 6.3.5 No request for transfer shall be denied for arbitrary and capricious reasons.
- 6.3.6 If a transfer candidate is not selected for a position, the County Office shall provide written notice of that decision and an opportunity for the bargaining unit employee to request a meeting with the hiring manager to receive feedback/discuss reasons.

6.4 Involuntary Transfer

- 6.4.1 An involuntary transfer is a transfer as defined in Article 6.1.1 (Position Transfer) or Article 6.1.3 (Lateral Transfer) which is initiated by the County Office.
- 6.4.2 An involuntary transfer shall not be made for arbitrary and capricious reasons. Specific reason(s) for the transfer shall be given to the employee.

- 6.4.3 Notice of such transfer shall be given to the employee at least eight (8) working days prior to being transferred, and the employee shall be given an opportunity to discuss the transfer with the supervisor prior to being transferred.
- 6.4.4 The employee may request up to an additional seven (7) working days prior to the effective date of the transfer in case of a demonstrated hardship in the areas of transportation, childcare, and/or eldercare.
- 6.4.5 Permanent bargaining unit employees who are involuntarily transferred, including bargaining unit employees who are involuntarily transferred due to a “lateral transfer,” shall not be required to serve a new probationary period following their transfer.

ARTICLE 7 – FLEXTIME

The County Office has the responsibility and authority for final decisions on all flextime agreements.

7.1 Definition

Flexitime is a flexible workweek, which is defined as a 9-hour-per-day, 80-hour per-2-week work schedule (see Education Code section 45133) or a 10-hour per day, 40 hour, 4-consecutive-day workweek (see Education Code section 45132).

Additionally, there may be a flexible 5/40 work schedule in which the employee’s schedule (beginning and end time of the employee’s work day) may vary from the established beginning and end time for that position, for a minimum of a 12 week period.

7.2 Requests

A request for flexitime may be made at any time by an employee by completing and submitting to the Program Manager the form “San Mateo County Superintendent Of Schools Proposal For Flexitime” (available from Human Resources and/or the Classified Personnel Office).

The structure of the workweek shall be mutually agreed upon by the employee and the Program Manager. The Program Manager has final authority over implementation of a flexitime arrangement. The Program Manager will provide a response to the employee regarding the approval or denial of the flexitime request within ten (10) working days of the request being submitted.

7.3 Denials

A denial of a request for flexitime will contain the reasons for the denial in writing to the employee within ten working days of the request being submitted.

7.4 Cancellations or Modifications

If it is determined that a flextime arrangement interferes with the operation of a program, the County Office shall modify or terminate the arrangement with thirty (30) calendar days written notification to the employee, except that less notice may be provided to address emergency or unforeseen situations or if the employee and Program Manager mutually agree to a shorter period. In such an event, the County Office shall provide written notification of the modification or termination of the flextime agreement as soon as it becomes aware of the emergency or unforeseen situation.

ARTICLE 8 – JOB SHARING

The County Office recognizes and accepts the concept of job sharing for implementation as appropriate within those job classifications represented by CSEA. Job sharing is defined as two qualified individuals sharing one job. Any job sharing arrangement shall be mutually agreed upon by the bargaining unit employees involved and the Program Manager. A request for job sharing may be made by a bargaining unit employee at any time.

The County Office has the responsibility and authority for final decisions on all job sharing arrangements.

8.1 Application Procedures

Two bargaining unit employees wishing to job share shall initiate and submit a proposal to the Program Manager. The proposal shall include the reasons for sharing, scheduling, means of planning and communication between the employees proposing to job share to ensure continuity of responsibilities and consistency in the position, and plans for evaluating the job sharing arrangement.

8.2 Compensation

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

8.3 Benefits

Employees shall receive a pro-rated amount of health, welfare, and leave benefits. Contributions to Public Employees Retirement System shall be proportionate to the salary earned.

8.4 Return to Full-Time

If any employee elects to return to full-time employment, the employee shall be provided the first available full-time position for which they are qualified.

ARTICLE 9 – LEAVES

9.1 Bereavement Leave

9.1.1 Immediate Family

Probationary and permanent bargaining unit employees shall be allowed regular pay for not more than five (5) working days when absent due to the death of any member of the employee's immediate family.

9.1.1.1 Members of the immediate family means: (1) the spouse or domestic partner of the employee; (2) legal guardian, parent, grandparent, sibling, child, child-in-law or grandchild of the employee or the employee's spouse/domestic partner; (3) step relatives in any of the above categories or any person living in the immediate household of the employee.

9.1.2 Friends and Non-Immediate Family

Bereavement leave of one (1) day may be granted with County Office approval for any death (i.e., friend, colleague, non-immediate family member). Employees requesting bereavement leave under this subsection must provide notice to their supervisor via the County Office's absence management system.

9.1.3 Sick Leave Usage for Bereavement Purposes

Additional leave of up to five (5) days may be granted by the County Office for the purposes of bereavement, under circumstances deemed appropriate by the County Office, for the death of any family member. Employees may use a maximum of six (6) days per fiscal year of accrued sick leave for this purpose. Usage of accrued sick leave for this purpose shall be separate from use of Personal Necessity.

9.1.4 Bereavement leave in Sections 9.1-9.3 must be taken within six (6) months of the date of the death of the family member.

9.1.5 Executor & Out of State Travel

Employees who are legally responsible for settling the affairs of an individual for whom they have been appointed an executor or successor trustee shall be granted five (5) additional days with full pay.

9.1.5.1 The employee must provide written proof of being the legal administrator when making the leave request to the Associate Superintendent of Human Resources.

9.1.5.2 The additional leave must be taken within one (1) year of the death of the individual for whom they have been appointed an executor/executrix or successor trustee.

9.2 Sick Leave

9.2.1 Sick leave is the absence of an employee because of illness or injury of the employee, or illness or injury of the employee's child which requires the absence of the employee during regularly assigned hours of service, or serious or emergency illness of the employee's immediate family which requires such absence. Bargaining unit employees may use sick leave for the following purposes:

9.2.1.1 Safe leave: Bargaining unit employees may utilize sick leave for the purposes of safe leave if the employee or the employee's family member is a victim of a qualifying act of violence and time off is needed to:

9.2.1.1.1 Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member;

9.2.1.1.2 Seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;

9.2.1.1.3 Seek, obtain, or assist a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;

9.2.1.1.4 Seek, obtain, or assist a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;

9.2.1.1.5 Participate in safety planning and take other actions to increase safety from future qualifying acts of violence;

9.2.1.1.6 Relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;

9.2.1.1.7 Provide care to a family member who is recovering from injuries caused by a qualifying act of violence;

9.2.1.1.8 Seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;

9.2.1.1.9 Prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or

9.2.1.1.10 Seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

Qualifying Act of Violence. For purposes of this Section, a “qualifying act of violence” means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member: (a) domestic violence; (b) sexual assault; (c) stalking; or (d) an act, conduct, or pattern of conduct that includes any of the following: in which an individual causes bodily injury or death to another individual; in which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or in which an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

9.2.1.2 Sick leave: Bargaining unit employees may take sick leave for themselves and their eligible family members as defined in Section 9.2.2: (a) for diagnosis, care or treatment of an existing medical condition; (b) for preventative care; (c) to attend a medical or dental appointment; (d) to attend to or provide care for a family member with a mental or physical illness; and/or (e) to recover or recuperate from an injury or health condition.

9.2.1.3 Court Orders/Subpoena Leave: Appearing in court to comply with a subpoena or other court order as a witness in any judiciary proceeding.

9.2.1.4 Leave for Crime Victims to Attend Judicial Proceedings: Effective January 1, 2026, the employee or the employee’s family member is a victim as defined below and attending judicial proceedings related to that crime, including, but not limited to, any delinquency proceeding, a post-arrest release decision, plea, sentencing, postconviction release decision, or any proceeding where a right of that person is an issue. For purposes of this reason for use only, a “victim” means a person against whom a violent felony, serious felony, and/or felony theft or embezzlement is committed. Additionally, it includes a person who suffers direct or threatened physical, psychological, or financial harm due to the commission or attempted commission of the following crimes or delinquent acts: vehicular manslaughter while intoxicated;

felony child abuse likely to produce great bodily harm or a death; assault resulting in the death of a child under eight years old; felony domestic violence; felony physical abuse of an elder or dependent adult; felony stalking; solicitation for murder; a serious felony; hit-and-run causing death or injury; felony driving under the influence causing injury; or sexual assault.

- 9.2.2 For purposes of this Section, “immediate family” is defined as: parent, parent-in-law, person who stood in loco parentis status when the employee was a minor child, grandparent of the employee or the employee's spouse or registered domestic partner, the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or grandchild of the employee, an individual for which the associate stands in loco parentis, legal guardian or ward, or designated person. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. The definition of child applies irrespective of a child’s age or dependency status. A “designated person” means a person identified by the employee at the time the employee requests sick time. Employees are limited to one designated person per 12-month period.
- 9.2.3 Sick leave shall be granted annually to employees at the beginning of each fiscal year and shall be calculated as follows:
- 9.2.3.1 All employees shall receive sick leave on the basis of 0.44 hours per working day, based on a standard year of 230 days.
- 9.2.3.2 All annual calculations of sick leave shall be in whole numbers and be rounded to the next highest hours.
- 9.2.3.3 Sick leave shall be allowed in one-half hour increments or greater to cover all or just part of a work day. Pay for any day of sick leave shall be the same pay the employee would have received if they had worked that day.
- 9.2.4 If the need to use sick leave is foreseeable, an employee must provide reasonable advance notice – either orally or in writing – to their supervisor of an absence from work. If the need to use sick leave is unforeseeable, the employee must notify the supervisor – either orally or in writing – of their absence within the first working hour of the first day absent, unless conditions make notification impossible. The employee shall be required to indicate in writing why notification could not be made as stated in this Section.
- 9.2.5 An employee absent more than five (5) consecutive working days shall be required to present a note from their health care provider stating the absence was necessitated by reasons covered by this Section and authorizing the employee to return to work with or without restrictions. A health care

provider's statement may be required to verify any illness, injury or exposure to contagious disease which is the basis for an employee's use of paid sick leave.

9.2.6 Additional Sick Leave

9.2.6.1 After exhaustion of all paid sick leave, or, at the permanent employee's option, after all sick leave, vacation, or other paid leave is used, a permanent employee shall be granted additional sick leave for up to the balance of 100 working days, exclusive of vacation or other paid leave. During the additional sick leave period, the permanent employee will receive fifty percent of their regular salary. Provisions of the additional sick leave shall be allowable under industrial and accident injury leaves and shall run concurrently with the use of leave under industrial and accident injury leaves. The County Office may require a permanent employee to submit a note from their health care provider certifying their need to be absent from work, which shall include the dates the employee is to be off work.

9.2.6.2 After exhaustion of all paid leave, a permanent employee may be placed on an additional unpaid leave upon request, and with approval of the County Office. The additional leave shall be unpaid and may be extended for any period not to exceed twelve (12) months. If placed on unpaid leave, the permanent employee shall not again become eligible for paid leave because of the commencement of a new fiscal year until they have rendered service.

9.3 Personal Necessity Leave

Up to a maximum of seven (7) working days of absence per fiscal year earned, pursuant to the Education Code section 45207 and Merit System Section 60.500.8, may be used by the employee at the employee's election in cases of personal necessity, including but not limited to any of the following:

9.3.1 Death of a member of the employee's immediate family when additional leave is required beyond that provided under "Bereavement Leave" above.

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

9.3.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

9.3.4 Foster parents having to meet with the child's social worker, attend therapy sessions, and take the child on court ordered visits to the child's sibling(s)/parent(s).

9.3.5 Such other reasons which may be approved by the County Office.

9.3.6 Up to two of these days may be taken per fiscal year to conduct business of a personal nature. No reason needs to be given to take these days.

Any other request for personal necessity leave shall be approved by the County Office.

9.4 Personal Business

Each employee shall be entitled to take two (2) days for unspecified personal business, during a fiscal/school year, after six (6) months from hire date. Personal business time is to be requested in advance, whenever possible.

9.5 Floating Holiday

Each employee, except non-vacation earning employees, shall be entitled to take one (1) day for floating holiday during a fiscal/school year, after six (6) months from hire date.

9.6 Leave of Absence Without Pay

9.6.1 Leave of absence without pay may be granted to a permanent employee upon the written request of the employee and the approval of the County Office for reasons which may include leave of absence without pay for Union work subject to the following restrictions:

9.6.1.1 Leave of absence without pay may be granted for any period not exceeding one year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veteran's Code, and leave of absence for service without pay in the Peace Corps may be granted for a period not to exceed 24 months; and

9.6.1.2 The granting of a leave of absence without pay gives to the employee the right to return to their position at the expiration of the leave of absence, provided that the employee is physically and legally capable of performing the duties of that position. Additionally, an employee on an unpaid leave of absence shall be subject to any reduction in force process that impacts that employee, i.e. an employee on an unpaid leave of absence is subject to being laid off for lack of work and/or lack of funds during their leave consistent with the provisions of this Agreement and applicable law.

9.6.1.3 The employee's position may be filled for the duration of the leave, and the employees so assigned may be reassigned upon completion of the leave, if possible.

- 9.6.2 The County Office may, for a good cause, cancel any leaves of absence except military leaves by giving the absent employee due notification. The employee may appeal the cancellation to the Personnel Commission, which shall investigate and hear the appeal. The appeal by the employee will stay the cancellation directive of the County Office until action by the Personnel Commission, which shall be final and binding.
- 9.6.3 An employee may make a written request to the County Office to return to work prior to the expiration date of the leave. The County Office may approve or reject the request.
- 9.6.4 Failure of an employee to report for duty within five (5) working days after a leave has been canceled or expires, shall be considered abandonment of the position and the employee may be terminated. The termination may be appealed to the Personnel Commission in the same manner as any other dismissal for cause.
- 9.6.5 In the event that an employee is granted a leave and wants to continue group benefits coverage through the County Office plans, arrangements will be made for the employee to reimburse the Office for costs associated with continuing such coverage.

9.7 Unpaid Family Care Leave

- 9.7.1 To be eligible for leave under the FMLA (“Fed-FMLA”) and CFRA (collectively “FMLA Leave”), employees must have: (1) completed twelve months of service for the County Office (not necessarily consecutive); and (2) worked at least 1,250 hours over the previous 12 months as of the start of the leave.
- 9.7.2 State and federal laws allow FMLA Leave for various reasons. Because an employee’s rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a child without regard to age or dependency status, a registered domestic partner or a child of a registered domestic partner, parent-in-law, grandparent, grandchild, sibling or designated person (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave as defined under the FMLA (Fed-FMLA only), qualifying exigency leave as defined under the CFRA (CFRA only); and military caregiver leave (Fed-FMLA only). FMLA Leave may be used for one of the following reasons:
 - 9.7.2.1 the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child (“Bonding Leave”);

- 9.7.2.2 to care for an immediate family member (spouse, child, or parent and for CFRA Leave: registered domestic partner, child of a registered domestic partner, parent-in-law, grandparent, grandchild, or sibling with a serious health condition) (“Family Care Leave”);
- 9.7.2.3 an employee’s inability to work because of a serious health condition (“Serious Health Condition Leave”);
- 9.7.2.4 a “qualifying exigency,” as defined under the FMLA, arising from a spouse’s, child’s, or parent’s active duty or call to active duty in a foreign country as a member of the military reserves, National Guard or Armed Forces or as defined under the CFRA, related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child, or parent in the Armed Forces of the United States (“Military Emergency Leave”); or
- 9.7.2.5 to care for a spouse, child, parent or next of kin (nearest blood relative) who is a “Covered ServiceMember,” as defined below (“Military Caregiver Leave”).

9.7.3 Definitions

- 9.7.3.1 “Child,” for purposes of Bonding Leave and Family Care Leave, means a biological, adopted, or foster child, child of a registered domestic partner, a stepchild, a legal ward, or a child of a person standing in loco parentis, and for Fed-FMLA only, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence.
- 9.7.3.2 “Child,” for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted, or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.
- 9.7.3.3 “Parent,” for purposes of this Section, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents “in law,” except under the CFRA. For Military Emergency leave taken to provide care to a parent of a military member, the parent must be incapable of self-care, as defined by the FMLA.
- 9.7.3.4 “Covered Active Duty” means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with

the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

- 9.7.3.5 “Covered Servicemember” means: (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties; or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.
- 9.7.3.6 “Designated Person,” for purposes of this Section, means any individual related by blood or whose association with the unit member is the equivalent of a family relationship. Unit members may identify a designated person at the time they request CFRA Leave. Unit members are limited to one designated person per 12-month period.
- 9.7.3.7 "Serious injury or illness" in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render them medically unfit to perform the duties of their office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.
- 9.7.3.8 "Qualifying exigency" is defined by the Department of Labor and for CFRA is defined by the California Unemployment Insurance Code and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal

arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

9.7.4 Leave Length

- 9.7.4.1 If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

A 12-month period begins on the date of the employee's first use of FMLA Leave. Successive 12-month periods commence on the date of the employee's first use of such leave after the preceding 12-month period has ended. There is no carryover of unused leave from one 12-month period to the following 12-month period.

- 9.7.4.2 The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the County Office and are eligible for leave under the Fed-FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave.

- 9.7.4.3 Under some circumstances, an employee may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. If an employee is taking FMLA Leave due to pregnancy or pregnancy disability purposes, the Pregnancy Disability Leave Section in this Article governs such leaves. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the County Office's operations. An employee must contact their manager and the Human Resources Department prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, the County Office may require an employee to transfer temporarily to an available alternative position with an equivalent pay rate and benefits,

including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work midway through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employee's CFRA entitlement.

If an employee's request for intermittent leave is approved, the County Office may later require an employee to obtain recertifications of their need for leave.

9.7.4.4 To the extent required by law, leave beyond an employee's FMLA Leave entitlement will be granted when the leave is necessitated by an employee's work-related injury or illness, a pregnancy-related disability or a "disability" as defined under the Americans with Disabilities Act ("ADA") and/or the Fair Employment and Housing Act ("FEHA"). When the reason for CFRA leave was the employee's serious health condition, which also constitutes a "disability" under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, the County Office will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA.

9.7.4.5 This leave represents the minimum available unpaid leave. The employee may request additional unpaid leave under Article 9.

9.7.5 Notice and Certification

9.7.5.1 Bonding, Family Care, Serious Health Condition, and Military Caregiver Leave Requirements

9.7.5.1.1 An employee may be required to provide: (1) when the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day); (2) when the need for leave is not foreseeable, notice within the time prescribed by the County Office's normal absence reporting policy, unless unusual circumstances prevent

compliance, in which case notice is required as soon as is otherwise possible and practical; (3) when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form); (4) periodic recertification (4) periodic recertification (but only to the extent permitted by applicable law, generally not under CFRA); and (5) periodic reports during the leave.

- 9.7.5.1.2 At the County Office’s expense, the County Office may also require a second medical opinion regarding the employee’s own serious health condition for Fed-FMLA purposes and for CFRA purposes, the employee’s own serious health condition or the serious health condition of the employee’s family member. Employees are expected to cooperate with the County Office in obtaining additional medical opinions that the County Office may require. In some cases, the County Office may require a second or third opinion regarding the injury or illness of a “Covered Servicemember.”

If the opinion of the employee’s and County Office’s health care providers differs, at County Office expense, the County Office may require the employee to obtain certification from a third health care provider. The third health care provider must be designated or approved jointly by the County Office and the employee. The County Office and the employee must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider.

- 9.7.5.1.3 When leave is for planned medical treatment, an employee must try to schedule treatment so as not to unduly disrupt the County Office’s operation. Whenever possible, an employee should contact their manager or Human Resources prior to scheduling planned medical treatment.

- 9.7.5.1.4 Recertifications After Grant of Leave

In addition to the requirements listed above, if an employee’s Fed-FMLA Leave is certified, the County Office may later require medical recertification in connection with an absence that an employee report as

qualifying for Fed-FMLA Leave. For example, the County Office may request recertification if: (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly, e.g., an employee's absences deviate from the duration or frequency set forth in the previous certification; the employee's condition becomes more severe than indicated in the original certification; the employee encounters complications; or (3) the County Office receives information that casts doubt upon the employee's stated reason for the absence. For example, if an employee is on FMLA leave for four weeks due to the employee's knee surgery, including recuperation, and the employee plays in County Office softball league games during the employee's third week of FMLA leave, such information might be sufficient to cast doubt upon the continuing validity of the certification allowing the County Office to request a recertification in less than 30 days.

In addition, the County Office may request recertification in connection with an absence after six months have passed since an employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the County Office shall be at the employee's expense. No second or third opinions on recertification may be required.

In addition to the requirement listed above, a recertification under the CFRA may be requested by the County Office at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

9.7.5.2 Military Emergency Leave

Employees seeking to use Military Emergency Leave are required to provide: (1) the County Office with as much notice of the need for leave as is reasonable and practicable under the circumstances; (2) a copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and (3) a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a

later date.

Certification forms are available from the Human Resources Department.

9.7.5.3 Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave.

9.7.6 Generally, FMLA Leave is unpaid. The County Office may require employees to use accrued vacation during any unpaid portion of FMLA Leave to the extent allowed by applicable law. Employees may elect to use accrued vacation and compensatory time during this unpaid FMLA leave. The County Office may require employees to use accrued sick leave for the employee's own serious health condition during any unpaid portion of a FMLA Leave. However, the County Office will only require employees to use accrued sick leave during an unpaid portion of an FMLA Leave if the reason for the FMLA Leave is the employee's own serious health condition or for any other reason, mutually agreed to by the County Office and the employee. In addition, employees may elect to use their accrued sick leave when the FMLA leave is for Family Care Leave and/or Military Caregiver Leave. Employees may be eligible to receive benefits through state-sponsored programs. All payments of wage-replacement benefits and accrued paid leave will be integrated so that employees will receive no greater compensation than their regular compensation during the FMLA Leave. When accrued vacation and/or sick leave is exhausted, the balance of the leave is unpaid. The use of paid benefits will not extend the length of a FMLA Leave.

9.7.7 Benefits

9.7.7.1 The County Office will continue making contributions for an employee's group health benefits during the employee's leave on the same terms as if the employee had continued to work. This means that if an employee wants their benefits coverage to continue during the leave, the employee must also continue to make any premium payments that they are now required to make. Employees taking leave for a reason that is common to both Fed-FMLA and CFRA and, therefore, leave is running concurrently, will generally be provided with group health benefits for a 12 workweek period. When employees take leave for a reason that is not common to both Fed-FMLA and CFRA and, therefore, leave is running consecutively, the County Office will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period during each applicable leave. Employees taking Military Caregiver Leave may be eligible to receive group health

benefits coverage for up to a maximum of 26 workweeks. The County Office may recover the premiums paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee. Accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

- 9.7.7.2 If an employee is on a FMLA Leave but is not entitled to continued paid group health insurance coverage, the employee may continue their coverage through the County Office in conjunction with federal and/or state COBRA guidelines by making monthly payments to the County Office for the amount of the relevant premium. Please contact Human Resources for further information.

9.7.8 Job Reinstatement

- 9.7.8.1 The County Office, to the extent required by law, will reinstate employees to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave, e.g. due to a layoff, for just cause, etc.
- 9.7.8.2 Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition.

- 9.7.9 Entitlement to FMLA Leave for the purposes of a bargaining unit employee's own illness shall be satisfied by and run concurrently with leaves taken pursuant to Section 9.2 (Sick Leave) and Section 9.10 (Parental Leave) as well as any extended sick leave and industrial accident and illness leave. An employee may take up to four (4) months pregnancy disability leave pursuant to Article 9.9 and then take an additional twelve (12) weeks of family care leave for the purpose of caring for the new baby.

- 9.7.10 Section 9.7 of this Agreement may be reopened at the request of either party if further legislation or state or federal regulations are implemented.

- 9.7.11 Department of Labor Notice WH1420 is attached to this Agreement as Appendix C.

9.8 Military Spousal Leave

- 9.8.1 The County Office provides spouses of certain military personnel up to ten (10) days of unpaid leave during a qualified leave period.
- 9.8.2 For purposes of this Section, a “qualified leave period” means the period during which the spouse or registered domestic partner is on leave from deployment during a period of military conflict.
- 9.8.3 An employee is eligible for leave under this Section if they:
 - 9.8.3.1 Are the spouse or registered domestic partner of a person who: (1) is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or (2) is a member of the National Guard or of the Reserves who has been deployed during a period of military conflict;
 - 9.8.3.2 Works for the County Office for an average of 20 or more hours per week;
 - 9.8.3.3 Provides the County Office with notice of their intention to take leave within two business days of receiving notice that their spouse or registered domestic partner will be on leave from deployment; and
 - 9.8.3.4 Submits written documentation to the County Office certifying that the spouse or registered domestic partner will be on leave from deployment during the time the leave is requested.
- 9.8.4 Military conflict means either a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty either by the Governor or the President of the United States.
- 9.8.5 Leave taken under this Section will not affect an employee’s right to any other benefits, although an employee may elect to use accrued vacation during the time off.
- 9.8.6 The County Office will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this Section.

9.9 Pregnancy Disability Leave

- 9.9.1 Any employee who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.

9.9.2 For purposes of this Section, an employee is disabled when, in the opinion of the employee's healthcare provider, she cannot work at all or is unable to perform any one or more of the essential functions of the employee's job or to perform them without undue risk to herself, the successful completion of their pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if an employee needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

9.9.3 Reasonable Accommodation for Pregnancy-Related Disabilities

9.9.3.1 Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. An employee is affected by pregnancy if she is pregnant or has a related medical condition, and because of pregnancy, the employee's health care provider has certified that it is medically advisable for them to temporarily transfer or to receive some other accommodation.

9.9.3.2 The County Office will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee affected by pregnancy if: she requests a transfer or other accommodation; the request is based upon the certification of their health care provider as "medically advisable"; and the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

9.9.3.3 As part of this accommodation process, no additional position will be created and the County Office will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job.

9.9.3.4 Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, an employee must:

9.9.3.4.1 Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;

- 9.9.3.4.2 Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; and
- 9.9.3.4.3 Provide a signed medical certification from the employee's health care provider that states that the employee is disabled due to pregnancy or that it is medically advisable for the employee to be temporarily transferred or to receive some other requested accommodation.

The County Office may require an employee provide a new certification if she requests an extension of time for the leave, transfer or other requested accommodation.

9.9.3.5 Duration

- 9.9.3.5.1 The County Office will provide an employee with a Pregnancy Disability Leave of Absence for the duration of their pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by their health care provider. The four months of leave available to an employee due to their pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.
- 9.9.3.5.2 Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to them unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

9.9.3.6 Reinstatement

- 9.9.3.6.1 If the employee and the County Office have agreed upon a definite date of return from their leave of absence or transfer, they will be reinstated on that date if they notify the County Office that they are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, she will be returned to work within two (2) business days, where feasible, after she notifies the County Office of their readiness to return.

9.9.3.6.2 Before an employee will be allowed to return to work in her regular job following a leave of absence or transfer, they must provide the Personnel Director with a certification from their health care provider that she can perform safely all of the essential duties of their position, with or without reasonable accommodation. If she does not provide such a release prior to or upon reporting for work, she will be sent home until a release is provided. Any time an employee is not allowed to work due to not having provided the required release will be unpaid.

9.9.3.6.3 An employee will be returned to the same or a comparable position upon the conclusion of their leave of absence or transfer. If the same position is not available on the employee's scheduled return date, the County Office will provide them a comparable position on her scheduled return date or within 60 calendar days of that return date. However, the employee will not be entitled to any greater right to reinstatement than if they had not taken the leave. For example, if an employee would have been laid off had they not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement.

9.9.3.6.4 Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless an employee is taking additional leave provided by law or County Office policy or the County Office has otherwise approved the employee to take additional time off.

9.9.3.7 Integration with Other Benefits

9.9.3.7.1 Pregnancy Disability Leaves of Absence and accommodations that require an employee to work a reduced work schedule or to take time off from work intermittently are unpaid. An employee may elect to use accrued sick leave and/or accrued vacation benefits during the unpaid leave of absence. However, use of paid time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave of absence, and an employee will not receive pay for official holidays that are observed during their leave of absence.

except during those periods when the employee is substituting vacation or sick leave for unpaid leave.

9.9.3.8 Benefits

The County Office will maintain an employee's health insurance benefits during an employee's Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. If an employee takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, the County Office will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

EXAMPLE: An employee takes 17.33 workweeks off due to a pregnancy disability. Assuming the employee is eligible for FMLA and CFRA leave, their Pregnancy Disability Leave will also be concurrently covered by FMLA and their group health insurance coverage would continue for the entire 17.33 workweek period. If, after the employee's pregnancy disability leave and FMLA Leave, has been completed, she wishes to take 12 additional weeks off from work to bond with a new baby under CFRA, the County Office will continue their health insurance benefits for the 12-workweek period.

In some instances, the County Office may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following their pregnancy disability leave for reasons other than taking additional leave afforded by law or County Office policy or not returning due to circumstances beyond their control.

9.10 Parental Leave

9.10.1 Operative Date and Interpretation of Parental Leave Section

This Section is based on Education Code section 45196.1 and shall be interpreted and implemented in compliance with Section 45196.1 as amended by the California Legislature or interpreted by a court with jurisdiction over the County Office and CSEA.

9.10.2 Definition of Parental Leave

For the purposes of this Section, "parental leave" has the same definition as set forth in Education Code section 45196.1, which provides that "parental leave" as "leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee."

9.10.3 Eligibility for Parental Leave

- 9.10.3.1 During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from the unit member's duties on account of maternity or paternity leave pursuant to Government Code section 12945.2 and/or Education Code section 45196.1 for a period of up to 12 work weeks, the unit member shall be compensated at 50% of their regular salary for the remaining portion of the 12-workweek period of parental leave.
- 9.10.3.2 In order to be eligible for leave under this Section, a unit member is not required to have 1,250 hours of service with the County Office during the previous 12-month period; however, the unit member must otherwise satisfy the requirements set forth in Government Code section 12945.2(a) and Article 9.7.1.

9.10.4 Calculation of Parental Leave

For the purposes of this Section:

- 9.10.4.1 The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave pursuant to Government Code section 12945.2 and Article 9.7 if the unit member qualifies for such leave.
- 9.10.4.2 For unit members who have not worked 1,250 hours during the previous 12-month period, but otherwise meet the requirements of Government Code section 12945.2(a) and Article 9.7, the 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
- 9.10.4.3 A unit member shall not be provided more than one 12-week period per parental leave. If a school year terminates before the 12-week period is exhausted, however, the unit member may take the balance of the 12-week period in the subsequent school year.
- 9.10.4.4 The aggregate amount of parental leave taken pursuant to this Section and Section 12945.2 45196.1 of the Government Code shall not exceed 12 workweeks in a 12-month period.
- 9.10.4.5 Parental leave taken pursuant to this Section shall run concurrently with parental leave taken pursuant to Government Code section 12945.2 45196.1 and Article 9.7.

9.10.5 One 12-Week Leave Period If Both Parents Are Employed By The County Office

When both spouses (registered domestic partners) of the child are employed by the County Office, and are eligible for leave under this Section, consistent with Article 9.7.1, the spouses (or registered domestic partners) will be limited to a total of 12 workweeks off between the two of them when the leave is for parental leave.

9.11 Reproductive Loss Leave

9.11.1 Unit members may take up to five (5) days of reproductive loss leave following a reproductive loss event. To be eligible for leave, unit members must have been employed by the County Office for at least 30 days immediately preceding the start of the leave. A unit member who experiences more than one reproductive loss event within a 12-month period may take a total of 20 days of reproductive loss leave within a 12-month period.

9.11.2 For purposes of this section, a reproductive loss event is defined as the following:

9.11.2.1 Failed adoption, meaning the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, where the unit member would have been a parent of the adoptee if the adoption had been completed.

9.11.2.2 Failed surrogacy, meaning the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, where the unit member would have been a parent of a child born as a result of the surrogacy.

9.11.2.3 Miscarriage by the unit member, the unit member's current spouse or domestic partner, or another individual where the unit member would have been a parent of a child born as a result of the pregnancy.

9.11.2.4 Stillbirth resulting from the pregnancy of the unit member, the unit member's current spouse or domestic partner, or another individual where the unit member would have been a parent of a child born as a result of the pregnancy.

9.11.2.5 Unsuccessful assisted reproduction, which is defined as an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure for the unit member, the unit member's current spouse or domestic partner, or another individual where the unit member would have been a parent of a child born as a result of the pregnancy.

- 9.11.3 Reproductive loss leave days need not be taken consecutively but generally must be completed within three months of the reproductive loss event. For a reproductive loss event that spans multiple days, the event is deemed to occur on the final day of the event. If a unit member is on, or chooses to go on, a leave of absence under state or federal law (including California Family Rights Act leave or pregnancy disability leave), either prior to or immediately following a reproductive loss event, the unit member must complete reproductive loss leave within three (3) months of the end date of the other leave.
- 9.11.4 Reproductive loss leave is unpaid; however, a unit member may use vacation or accrued and available sick leave for this purpose.

9.12 Jury Duty Leave

- 9.12.1 All employees shall be granted leave with pay for jury duty.
- 9.12.2 The employee shall refund to the County Office any amount received for jury or witness fees, not including travel or meal expenses.

9.13 Industrial Accident Leave

Employees having accidents or illnesses arising out of and in the course of employment are covered by Worker's Compensation insurance as outlined below:

- 9.13.1 Paid industrial accident leave shall be for not more than sixty (60) working days in any one fiscal year for the same accident or illness. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 9.13.2 Industrial accident or illness leave commences on the first day of absence and shall be reduced by one (1) day for each day of authorized absence up to the maximum allowable amount.
- 9.13.3 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave shall then be used; but if an employee is receiving worker's compensation the unit member shall be entitled to use only so much of the unit member's accumulated or available sick leave, accumulated compensatory time, vacation or other available leave which when added to the unit member's compensation award, shall provide for a full day's wage or salary.

9.14 General Leave Information

- 9.14.1 Periods of paid leave of absence shall not be considered a break in service of the unit member. An employee shall continue to receive seniority credit for all purposes while on such paid leave of absence.

- 9.14.2 During all paid leaves of absence, whether industrial accident leave as provided in this Section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the County Office, the unit member shall endorse to the County Office wage loss benefit checks received under the worker's compensation laws of this state. The County Office, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- 9.14.3 Reduction of entitlement to leave shall be made only in accordance with this Section.
- 9.14.4 After the expiration of all paid leave privileges, the County Office may place the unit member on an industrial accident leave without pay. When all available leaves of absence, paid or unpaid, have been exhausted, and if the unit member is not medically able to assume the duties of the unit member's position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months.
- 9.14.5 Any unit member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorized travel outside the State.
- 9.14.6 While a unit member is on any paid leave resulting from an industrial accident or illness, the unit member's salary paid by the County Office shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Worker's Compensation Insurance laws, exceed the unit member's regular salary.
- 9.14.7 A permanent unit member's salary is computed on the basis of the number of hours and days in the unit member's basic daily assignment. Final allowance set by the State for permanent disability settlements shall not be subject to remittance to the County Office under this Section.

9.14.8 Absence for Examination

Every unit member in the classified service shall be permitted to be absent from the unit member's duties during working hours in order to take any examination for promotion in the County Office without deduction of pay or other penalty.

To receive the paid release time, unit members must provide two (2) days' notice to their immediate supervisor if they have been notified of the examination at least two (2) days in advance. When notice is provided with less than two days' notice to the employee, the employee shall provide notice to their supervisor as soon as possible.

9.14.9 Leave to Serve in a Temporary or Limited-Term Position

- 9.14.9.1 Any permanent classified employee who accepts an assignment within the San Mateo County Office of Education to a temporary, or limited-term position shall, during such assignment, be considered for status purposes as serving in their regular position, and such assignment shall not be considered separation from service.
- 9.14.9.2 The employee may, with the approval of the County Office, voluntarily return to their position or a position in the class of the employee's permanent status prior to the completion of service in a temporary, or limited-term position.
- 9.14.9.3 Failure to complete the required service, unless approved as specified herein, will constitute abandonment of their position and may be grounds for disciplinary action by the County Office.

9.15 Leave to Serve in a Temporary, or Limited-Term Position

- 9.15.1 Any permanent classified employee who accepts an assignment within the San Mateo County Office of Education to a temporary, or limited-term position shall, during such assignment, be considered for status purposes as serving in their regular position, and such assignment shall not be considered separation from service.
- 9.15.2 The employee may, with the approval of the County Office, voluntarily return to their position or a position in the class of the employee's permanent status prior to the completion of service in a temporary, or limited-term position.
- 9.15.3 Failure to complete the required service, unless approved as specified herein, will constitute abandonment of their position and may be grounds for disciplinary action by the County Office.

9.16 – Retraining and Study Leave

- 9.16.1 A leave of absence for study/retraining may be granted to any member of the bargaining unit.
- 9.16.2 Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.

- 9.16.3 Study leave or retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding granting of the leave.
- 9.16.4 No more than one study or retraining leave of absence shall be granted in each three (3) year period.
- 9.16.5 The County Office may prescribe standards of service which shall entitle the employee to the leave of absence.
- 8.16.6 Any leave of absence granted under this Section shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall the employee earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement.

ARTICLE 10 – UNION RIGHTS

10.1 Meeting Space

CSEA shall have the right to make use of County Office equipment, buildings, and facilities in accordance with provisions of Government Code section 3543.1(b).

10.2 Communication

10.2.1 Mail and Bulletin Boards

CSEA may use the County Office’s internal mail service, bulletin boards, and mailboxes for communication, as allowed by applicable law.

10.2.2 Whom to Notify

Throughout this Agreement, references to notifying, informing, or otherwise communicating with “CSEA” or “CSEA” shall mean notifying, informing, or otherwise communicating with the current Chapter President or designee and Labor Relations Representative.

10.3 Access to Work Locations

Authorized representatives of CSEA shall be permitted to transact official Union business on County Office property at all reasonable times and to have reasonable access to employees when such access will not interfere with assigned duties of the employees, and shall have those rights specified in Government Code section 3543.1(b).

10.4 Board Agendas

A copy of the Board agenda and non-confidential supporting materials will be provided to CSEA at least forty-eight (48) hours in advance of each Board meeting. The County Office may provide the agenda and non-confidential supporting materials via email to the CSEA Chapter President.

10.5 Access to Employee's Personnel File

Upon written authorization by the employee, a representative of CSEA shall be permitted to examine and/or make copies of materials in an employee's personnel file, which are made accessible to the employee.

10.6 Job Stewards

10.6.1 Purpose

The Association may designate Job Stewards from among employees in the unit, for the purpose of promoting an effective relationship between the County Office and employees by helping to settle problems at the lowest level of supervision.

10.6.2 Selection of Job Stewards

10.6.2.1 The Association may designate the number and the method of selection of Job Stewards.

10.6.2.2 Following ratification of the 2024-2027 successor collective bargaining agreement, the Association shall notify the County Office in writing of the names of the approved Job Stewards. Following that initial notice, the Association shall provide written notice to the County Office, of any changes, if any, to that initial list.

10.6.3 Duties and Responsibilities of Job Stewards

With prior approval of their immediate supervisor, a Job Steward shall be permitted to engage in CSEA authorized Job Steward duties during the workday. If the duty pertains to representing an employee in a disciplinary-type meeting with a Supervisor or for the purposes of processing grievances, the Job Steward shall be permitted to leave their work area during work hours at reasonable times in order to assist in processing of grievances, without loss in compensation. Release time for this purpose, shall not be counted against other release time in this Agreement.

10.6.4 Contract Release Time

10.6.4.1 The County Office shall provide a total of two hundred and eighty (280) hours release time per annum for union-related business for Chapter Officers and Stewards. CSEA shall provide the County Office with a written list of all Chapter Officers and Stewards on an annual basis.

10.6.4.2 Employees must submit a written request to their Supervisor to take the release time as far in advance as possible, but no less than five

work days prior to the commencement of the release time, except in emergency situations. In determining whether to approve the request, the Supervisor will consider the negative impact on the Program and/or ability to obtain substitute coverage. If the Supervisor denies the request, CSEA will have the right to offer at least three alternative dates for the release time to be taken within a five work day period from the date of the initially requested release time. The supervisor must approve one of the alternative dates proposed by CSEA.

- 10.6.4.3 If a written request is made to attend the CSEA annual conference at least thirty days in advance of the conference, such request shall not be subject to denial.

10.7 Printing and Distribution of Materials

- 10.7.1 Within thirty (30) days of the full ratification of a successor Agreement, the County Office shall provide a draft of the successor Agreement to the Chapter President and the Labor Relations Representative for CSEA's review. CSEA will review and return the draft copy of the successor Agreement to the County Office within 30 days. The parties shall meet, unless otherwise agreed to in writing, to review and approve the final version of the successor Agreement.
- 10.7.2 Once the parties finalize the successor Agreement, the County Office and Association agree that the Agreement will be posted to the County Office's website. In addition, the County Office, within 30 days of the finalization of the successor Agreement, will provide to the Chapter President, without charge, 100 hard-copies of the successor Agreement.

10.8 Supervisors

CSEA shall have the right to have a representative confer with the supervisor of any bargaining unit employee as long as CSEA has obtained the express permission of the employee. The subject matters of such conferences shall be limited to those employment related subjects that have been expressly authorized by the bargaining unit employee. Such meetings shall take place at a mutually agreed upon time after confirmation of the bargaining unit employee's authorization.

ARTICLE 11 – MANAGEMENT RIGHTS

The County Office reserves all rights not specifically limited by this Agreement, the Educational Employment Relations Act, or the Education Code. Selected illustrations of these rights follow:

- 11.1 To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing these services;

- 11.2** To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees;
- 11.3** To establish educational policies, goals and objectives, to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of office operations; and
- 11.4** To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenues; and take action on any matter in the event of an emergency.

ARTICLE 12 – HOURS AND OVERTIME

12.1 Overtime

- 12.1.1** For employees not on a flex-time schedule (as defined in Article 7), overtime is defined to include any time required by the County Office to be worked in excess of eight (8) hours in any one day and/or in excess of forty (40) hours in a workweek. For employees on a flex-time schedule, overtime shall be paid for hours worked in excess of forty (40) hours in a workweek.
- 12.1.2** Overtime must be authorized in advance by the employee's designated supervisor.
- 12.1.3** Overtime assignments for County Office custodians and custodian/maintenance workers shall be offered on a rotational basis by seniority, within the department or school site.
 - 12.1.3.1** The County Office will maintain a list that will start with the most senior unit member at the top and least senior unit member at the bottom (at the specific site). As overtime is needed, the most senior unit member person shall be offered the overtime first, next the second most senior, 3rd, 4th, etc.
 - 12.1.3.2** If an employee refuses or declines the overtime for any reason, their name shall go to the bottom of the list, and the next name on the list shall be offered the overtime assignment.
 - 12.1.3.3** Upon request, the list and assignments shall be provided to employees by the manager of the Facilities Department or designee.
 - 12.1.4.4** If all qualified employees in the department or site refuse an overtime assignment, the County Office may require the least senior qualified employee to perform the assignment.

12.2 Breaks

12.2.1 Rest Periods

All bargaining unit employees shall receive a paid fifteen (15) minute rest period in each four (4) hour working period.

12.2.2 Lunch Period (789 CBA Sec. 6.4)

All employees whose regular work day is six (6) hours or more shall receive a duty-free meal period without pay of not less than one-half hour or not more than one hour.

12.3 Building Closure

Any day when a bargaining unit employee has reported to work and a building is closed during the day because of natural disaster or other circumstances beyond the County Office's control and the employee is therefore unable to complete their day's work shall be considered a full day worked, and compensation shall be granted at each employee's regular rate of pay.

12.4 Work Week

Each full-time employee shall work forty (40) hours per week. In addition, the County Office may hire part-time employees whose hours worked per week shall be based upon their full-time equivalency status, but no less than three (3) hours per day. Base hours of the work day for all classifications, except Bus Driver and Custodial classifications, shall be 8:00 a.m. to 5:00 p.m., with sixty (60) unpaid minutes for lunch. Any deviation from these base work hours requires that the employee to submit a flextime request as set forth in Article 7.

12.5 Compensatory Time

The County Office may grant compensatory time off in lieu of overtime pay upon the request of the employee and the agreement of the supervisor. For extra time worked by the employee in excess of the employee's regular work day up to eight (8) hours in one day, the compensatory time shall be equal to the extra time worked. For overtime worked in excess of eight (8) hours in one day, compensatory time off shall be granted at a rate equal to time and one-half the employee's regular hourly rate for each overtime hour worked by the employee. For instance, 20 overtime hours worked equals 30 hours off [compensated at the rate of one-and-one-half times].

Compensatory time shall be taken at a time mutually acceptable to the employee and the supervisor by the end of the 12-month period from the date upon which the compensatory time was accrued. All unused compensatory time shall be paid in the payroll cycle closest to the end of the 12-month period from the date upon which the compensatory time was accrued.

12.6 Calendars

Prior to the start of the new school year, the County Office shall provide: (1) a draft of the work year calendar to the CSEA Chapter President; and (2) an opportunity to negotiate. The work year calendar may include multiple work years in which case the County Office does not need to provide a draft and/or an opportunity to negotiate over the calendar for the year(s) that have been previously adopted by the Parties.

12.7 Call-In Time

Any employee called in to work on a day when the employee is not scheduled to work shall receive at least three (3) hours pay at the appropriate rate of pay, regardless of the actual time worked.

12.8 Call-Back Time

Any employee called back to work after completion of their regular assignment shall receive at least three (3) hours pay at the appropriate rate, regardless of the actual time worked.

12.9 Shift Differential Compensation

- 12.9.1 All positions the regularly assigned time of which require the incumbent to work one-half times or more between the hours of 5:00 p.m. and 7:00 a.m., Monday through Friday, shall be paid at monthly rates one step higher than the range for daytime employees, a total of 5.75 percent for the second shift, and two steps higher for the third shift.
- 12.19.2 Employees assigned to night work on a continuous basis who are ordered to temporary daytime work shall suffer no reduction in compensation by reason of the change.

12.10 Bus Drivers

Unit members who are school bus drivers, within their regular workday, shall receive paid time of fifteen (15) minutes for checking out the bus before a run and fifteen (15) minutes for cleaning the bus after a run.

12.11 Meetings

- 12.11.1 Employees who are requested to attend meetings outside of their regular working hours shall be given reasonable prior notice, and may not be required to attend if attendance would impose a hardship on the employee.
- 12.11.2 Employees who attend such meetings shall be paid for the time spent at the meeting at their appropriate rate of pay.

- 12.11.3 Employees honored at meetings for longevity or other reasons during the employees' regular workday will, with the approval of their supervisor, receive release time to attend.

ARTICLE 13 – PROFESSIONAL DEVELOPMENT

13.1 Tuition Reimbursement

The County Office shall provide reimbursement up to a total of Twelve Thousand Dollars (\$12,000.00) per fiscal year to eligible employees of CSEA for the necessary costs of tuition, fees, texts, and related fees for classes/training, given by accredited institutions of learning or approved specialized training groups, that have been approved in writing by the appropriate Division Head prior to commencement of the training.

13.1.1 Eligibility

To be eligible to receive the reimbursement(s) – both initial and additional allocations as set out in this Section – an employee must receive a grade of “C” or better or if no letter grade is given, then must receive a passing grade. Proof of obtaining the “C” grade or better or passing the course must be provided to the County Office.

13.1.2 Initial Allocation of Tuition Reimbursement

Employees initially shall be eligible to receive up to One Thousand Five Hundred Dollars (\$1,500.00).

13.1.3 Additional Allocations of Tuition Reimbursement

13.1.3.1 If at the end of the fiscal year there is money remaining in the tuition reimbursement fund that has not been expended, then employees who qualified and received an initial reimbursement and who had expenses beyond the initial grant may apply for an additional reimbursement for such expenses. To determine the amount to be allocated amongst such bargaining unit employees requesting an additional allocation, the decision will be made by the Tuition Reimbursement Committee. The Committee shall be comprised of two CSEA appointed represented members and two County Office appointed members. The Committee shall decide, by majority decision, how much money to allocate between the requesting individuals for the additional tuition reimbursement allocation. Such allocations shall not exceed the total of Twelve Thousand Dollars (\$12,000.00) for that fiscal year. The Committee’s decision shall not be grievable. In the event the Committee is not able to reach a majority decision, the Associate Superintendent, Human Resources or their designee shall render the decision.

- 13.1.3.2 The window period for applying in writing for additional reimbursement shall be by May 1 through June 1.
- 13.1.3.3 After providing all reimbursements, any money remaining from the Twelve Thousand Dollars (\$12,000.00) does not carry over into the next fiscal year.
- 13.1.3 Interested employees must complete a Training/Course Tuition Reimbursement Request and forward it to their Supervisor.
- 13.1.4 Final approval/disapproval by the Division Head will be provided within 10 days of their receipt of the Training/Course Tuition Reimbursement Request.
- 13.1.5 If an employee decides not to complete their proposal they must notify their Supervisor immediately. This may allow another employee on a waiting list to participate.
- 13.1.6 The objective of this Program is to increase the skills and knowledge in an employee's current position and/or to provide training for promotional opportunities within the organization.
- 13.1.7 If a bargaining unit employee's request is denied for an initial tuition reimbursement allocation, the bargaining unit employee may appeal the decision to the Tuition Reimbursement Dispute Panel within ten (10) working days of the denial. The Panel shall be convened and render its decision within ten (10) working days of its receipt of the appeal. The Panel shall be composed of two (2) bargaining unit employees from CSEA and two (2) managers from outside of the bargaining unit employee's Division. The majority decision of the Panel shall be final and not subject to the grievance procedure. In the event the Panel is not able to reach a majority decision, the Associate Superintendent, Human Resources or their designee shall render the decision.

13.2 Other

Attendance by any member of CSEA at conferences, seminars, workshops, or other professional development activities shall be subject to the approval of the Program Manager. Reimbursement for such activities shall be made following completion and submission of the appropriate reimbursement form by the employee.

13.3 In-Service Training Program

The County Office may, in its discretion, provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit.

To the extent a bargaining unit member voluntarily attends a County Office provided in-service training outside of their normal work hours, the County Office proposes to provide an hourly in-service training rate of \$20.00 per hour for attendance at such trainings.

13.4 Training Advisory Committee

A Training Advisory Committee composed of not more than three (3) bargaining unit employees to be selected by CSEA and not more than three (3) County Office management employees, shall be formed and meet only in school years where the County Office, in its discretion, decides to offer in-service training programs to CSEA bargaining unit members. The purpose of the Committee will be to discuss and provide recommendations regarding the subject matter of in-service training programs that may be offered. Bargaining unit employees shall be granted reasonable release time to carry out the Committee obligations. The Committee shall provide its recommendation to the parties within ten (10) calendar days of the meeting.

ARTICLE 14 – GRIEVANCE PROCEDURES

14.1 Definitions

- 14.1.1 A “grievance” is a complaint by an employee, group of employees that there has been an alleged misinterpretation, misapplication, or violation of the Agreement.
- 14.1.2 A “grievant” may be one or more members of the unit asserting a grievance or CSEA may file a grievance on behalf of an individual or group of employees.
- 14.1.3 A “day” is any day, which the central administrative offices of the County Office are open for business.
- 14.1.4 The “supervisor” is the immediate supervisor or the lowest level site administrator having supervisory authority over the grievant.

14.2 Grievance Procedures

14.2.1 Level I: Informal Level

The grievant shall first orally present the grievance directly to their immediate supervisor within fifteen (15) days, after the act or omission or knowledge of the act or omission giving rise to the grievance. Prior to or during the meeting, the grievant must specifically identify in writing or verbally that the meeting shall constitute an informal grievance meeting.

14.2.2 Level II: Formal

- 14.2.2.1 If the informal discussion does not resolve the grievance, a formal grievance may be presented, in writing, within 15 days of the last discussion or meeting with the supervisor. The formal grievance may be presented to the Program Manager or Division head.
- 14.2.2.2 All written grievances must be submitted on mutually agreed upon grievance forms and will provide the following information:

- 14.2.2.2.1 The date(s) and description of the occurrence or omission, which gave, rise to the grievance.
 - 14.2.2.2.2 A statement of how the grievant was adversely affected.
 - 14.2.2.2.3 The specific section(s) of the Agreement alleged to have been misinterpreted, misapplied, or violated.
 - 14.2.2.2.4 The remedy or remedies sought by the grievant to resolve the grievance.
 - 14.2.2.2.5 The signature of the grievant and the date submitted to the supervisor and Steward.
- 14.2.2.3 Within ten (10) days of receiving the written grievance, the Administrator will hold a conference with all interested parties to the grievance, unless mutually agreed otherwise.
- 14.2.2.4 If the grievance is not settled or resolved, the Administrator shall provide a written response to the grievance within ten (10) days of the meeting or if no meeting is held, within twenty (20) days of receipt of the request. A copy of the written response shall be provided to the grievant and the CSEA Chapter President.
- 14.2.3 Level III: Grievance Resolution Adjustment Board
- 14.2.3.1 If the grievance is not resolved at Level II, only CSEA may appeal to the Adjustment Board. Appeals to the Adjustment Board shall be made in writing and directed to the Associate Superintendent of Human Resources within ten (10) working days of the date of the County Office's Level II response.

The Adjustment Board shall consist of two persons appointed by CSEA and two persons appointed by the County Office as well as one person mutually agreed upon by both parties (CSEA and the County Office) in writing. In the event that the parties cannot mutually agree upon the neutral panel member or if such decision is not made within five (5) working days from the date of appeal to the Adjustment Board, CSEA shall request that the California State Mediation and Conciliation Services (a division of the Public Employment Relations Board – PERB) provide a list of potential arbitrators to serve as the neutral member. If the parties cannot agree to a name on the list, then each party shall alternately strike names from the list until only one (1) remains and that person shall serve as the neutral panel member. To determine the order of who strikes the first name, the parties shall flip a coin. If the one remaining name from the list is unavailable to serve as the neutral panel member for any reason, then the parties may request that a second list be provided or may mutually agree to use a name from the initial list.

The County Office shall be copied on the correspondence to the State Mediation and Conciliation Services.

Within five (5) days from the date that the Adjustment Board has been formed, the Associate Superintendent of Human Resources or designee shall coordinate with CSEA and the members of the Adjustment Board to schedule a date to convene the Adjustment Board hearing at the earliest date upon which the parties and all panel members of the Adjustment Board are available.

- 14.2.3.2 Prior to the Adjustment Board hearing, the Associate Superintendent shall provide the panel members with a copy of the Level I and II grievance paperwork including the written responses (if any) from the County Office.
- 14.2.3.3 The Adjustment Board – by majority decision – shall decide how the hearing is to be conducted and shall notify the parties in writing, with reasonable notice, prior to the hearing.
- 14.2.3.4 The Adjustment Board, CSEA, and the County Office are empowered to call County Office employees as witnesses. However, the Adjustment Board retains the ability to limit many witnesses may be called by each side or to not allow a witness to be called if a determination is made that the testimony is not relevant to the proceedings or is otherwise not necessary for the Adjustment Board to hear to render a decision.
- 14.2.3.5 The advisory/recommended decision of the Adjustment Board shall be made by a majority vote and shall be reduced to writing by the neutral panel member. The written recommendation shall be provided to the grievant(s), CSEA Chapter President, and County Office within ten (10) days after the Adjustment Board meeting. Any majority decision of the Adjustment Board shall be advisory in nature and shall be non-binding and non-precedential.

14.2.4 Level IV: Superintendent

- 14.2.4.1 If the grievance is not resolved at Level III, the aggrieved employee(s) may appeal to Level IV within five (5) days of the date of the Adjustment Board issuing notice of its advisory recommendation or notice that it did not reach a majority decision. The appeal shall be in writing and shall contain the following information:
 - 14.2.4.1.1 The date(s) and description of the occurrence or omission, which gave, rise to the grievance.
 - 14.2.4.1.2 A statement of how the grievant was adversely affected.

- 14.2.4.1.3 The specific section(s) of the Agreement alleged to have been misinterpreted, misapplied, or violated.
- 14.2.4.1.4 The remedy or remedies sought by the grievant to resolve the grievance.
- 14.2.4.1.5 The signature of the grievant and the date submitted to the supervisor and Steward.
- 14.2.4.1.6 The Adjustment Board's advisory recommendation or notice of its inability to reach a majority decision.
- 14.2.4.2 Either the grievant or the Superintendent may request a conference with the other party. Such conference shall, unless mutually agreed otherwise, take place within ten days of the request.
- 14.2.4.3 If the grievance is not settled or resolved, the Superintendent shall provide a written response to the grievance within fifteen (15) days of the conference or if no conference is held within twenty (20) days of receipt of the Level IV appeal.
- 14.2.4.4 The written decision shall be provided to the grievant and a copy shall be provided to the CSEA Chapter President.
- 14.2.4.5 The decision of the Superintendent shall be final when rendered.

14.3 Grievance Provisions

- 14.3.1 A grievance involving an action by an Administrator outside the Department (i.e., leave requests, payroll errors, personnel matters) may be moved to Level II.
- 14.3.2 Similar grievances may be combined if the parties agree.
- 14.3.3 The time limits given in these procedures may be modified/extended by written agreement of the parties.
- 14.3.4 Grievances not discussed or filed within the applicable time limits set forth in this Article, or within the period of any written extension, shall not be entitled to processing at any time and shall be deemed withdrawn.
- 14.3.5 A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. Failure of the County Office to respond to a grievance within the time limits set forth in this Article or within the period of any written extension, shall entitle the grievant to proceed to the next level of the grievance procedure.
- 14.3.6 Any settlement of a grievance under this Article shall be reduced to writing.

ARTICLE 15 – LAYOFF AND RETRAINING

15.1 Order of Layoff

Whenever a bargaining unit employee is laid off, the order of layoff within the class shall be determined by length of service. The employee with the shortest length of service in the class (including time earned as a regular employee in higher classes) shall be laid off first.

15.2 Notice

15.2.1 Procedures for issuing layoff notices are set forth in section 45117 of the Education Code.

15.2.2 Notice to CSEA

The County Office shall provide the CSEA Chapter President and the Labor Relations Representative with the current seniority list by February 15 of each year.

15.3 Bumping Rights

15.3.1 When the County Office provides an employee with notice of their displacement rights, as required by Section 45117 of the Education Code, such notice shall contain a form which identifies an employee's bumping rights, if any, and provides the employee an opportunity to exercise said bumping rights. The employee shall have seven (7) calendar days to respond in writing as to whether the employee will exercise their bumping rights.

15.3.2 The parties agree that date of hire seniority shall be utilized for purposes of determining an employee's seniority.

15.3.3 If two or more employees are subject to layoff and have equal seniority, the determination as to who shall be laid off shall be made by lot.

15.3.4 An employee who will suffer a layoff for lack of work or lack of funds despite the exercising of bumping rights, may accept a transfer to an equivalent position, i.e., a position in the same range or a voluntary demotion to a vacant position in a lower range, in which no previous service has been rendered provided that they are qualified to perform the duties of the class with the approval of the County Office.

15.4 Reemployment Rights

15.4.1 An employee laid off because of lack of work and/or lack of funds shall be eligible for reemployment in the class from which they were laid off for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, the Unit member shall have the right to participate in

promotional examinations within the County Office during the thirty-nine (39) month period.

- 15.4.2 An employee who takes a voluntary demotion or voluntary reduction in assigned time in lieu of layoff or to remain present in their present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided, that the same tests of fitness under which the Unit member qualified for appointment to the class shall still apply.
- 15.4.3 An employee who takes voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be, at the option of the Unit member, returned to a position in their former class or to a position with increased time as vacancies become available, and without limitation of time. If there is a valid reemployment list, the employee shall be ranked on that list in accordance with their proper seniority.
- 15.4.4 Any employee who is laid off and subsequently is eligible for reemployment shall be notified in writing of a position vacancy in a class in which they had previously worked. Unit members shall be reemployed in the highest rated job classification available in accordance with their class seniority. An employee must notify the County Office of acceptance or refusal or reemployment within ten (10) working days following receipt of the reemployment notice. An employee accepting a position lower than their highest former class shall retain the remainder of their thirty-nine (39) months right to the higher classification.
- 15.4.5 One refusal for an offer to the highest class held will remove an employee's name from the reemployment list.
- 15.4.6 An employee may elect to accept retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. An employee who retires in lieu of these shall also be placed on the 39 month reemployment list, but shall not be eligible for reemployment during such period of time as may be specified by pertinent Government Code sections.

15.5 Additional Layoff Considerations

- 15.5.1 Procedures for the retention or separation of short-term employees during the layoff of classified employees are set out in Education Code section 45117(f)
- 15.5.2 The County Office shall not abolish any classified position and utilize volunteers in lieu of classified employees who are laid off as a result of the abolition of a position.
- 15.5.3 It is the intent of the County Office to utilize employees in a layoff status as substitutes whenever possible and if the employee so desires. A substitute list

will be maintained and those employee in layoff status who have applied to serve as a substitute will be given first consideration for substitute assignments within the classification of the layoff.

15.6 Sick Leave Balance and Vacation Accrual

An employee who is laid off pursuant to this Article and who is reinstated to a regular position within thirty-nine (39) months shall have their: (1) accumulated sick leave balance as of the date of the layoff restored; and (2) vacation earning rate as of the date of the layoff restored.

15.7 – Retraining Leave of Absence

- 15.7.1 In the event that the County Office contemplates the abolition of positions in the classified service and creation of new positions because of automation, technological improvements, or for any other reasons, it may provide for retraining of displaced employees in accordance with this Section:
- 15.7.2 To be eligible for retraining leave, an employee must:
 - 15.7.2.1 Have served at least three (3) years with the County Office.
 - 15.7.2.2 Be serving in a position which the County Office contemplates abolishing, or show that the retraining will clearly benefit the County Office.
 - 15.7.2.3 Indicate a willingness to undergo the prescribed training program.
 - 15.7.2.4 Indicate a willingness to serve the County Office for at least two (2) years after successful completion of the retraining program.
- 15.7.3 The County Office shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be given.
- 15.7.4 The employee shall be considered a permanent employee for all purposes during the period of the retraining program and shall receive their normal compensation and benefits. The County Office may prescribe duties, if any, to be performed by the employee on behalf of the County Office during retraining leave.
- 15.7.5 The County Office shall provide for reasonable expenses necessary for the prescribed retraining, but may recover costs from the employee if they fail to complete the prescribed retraining program.
- 15.7.6 The County Office may establish retraining programs for purposes other than outlined in this Section and grant leaves of absence for retraining in the same manner as for study leaves of absence, except that the three-year service

requirement shall prevail. Such programs must be endorsed by the Commission and must be available to all qualified employees of the County Office, except that approval for such leave shall be discretionary with the County Office.

ARTICLE 16 – DAMAGE TO OR LOSS OF EMPLOYEE PROPERTY

The County Office will reimburse an employee (up to a maximum of \$150) for loss or damage to personal property, use of which is required in the course of the employee's employment. No reimbursement will be provided for property damage due to the employee's negligence. The County Office may require receipts or other documentation in support of the requested reimbursement amount.

For property other than clothing or eyeglasses, reimbursement shall be made only when approval for the use of the personal property in the program was given before the property was brought to the program and when the value of the property was agreed upon by the person or persons bringing the property and the program manager or person appointed by them for this purpose at the time the approval for its use was given.

No reimbursement for loss or damage will be allowed in those cases in which the employee is reimbursed by the County Office for the use of the equipment, i.e., mileage for use of personal automobile. Employees shall not be required to use personal vehicles to conduct business of the County Office unless so stated in their written job descriptions.

ARTICLE 17 – PERSONNEL FILES

17.1 Access

- 17.1.1 There shall be only one official personnel file. Employees shall have the right to review their personnel file at a reasonable time during office hours or provided that the request is made at a time when the employee is not actually required to render services to the County Office.
- 17.1.2 Also, an employee may provide written authorization for review of their personnel file by a Union representative.
- 17.1.3 A log will be attached to each personnel file listing who reviewed the file, the date they reviewed it, and the reason they reviewed it.

17.2 Inserting Material

- 17.2.1 The County Office may insert material of a derogatory nature into an employee's personnel file only after ten (10) working days' notice to the employee.
- 17.2.2 Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any

such derogatory statement, their own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

- 17.2.3 Employees can cause to be placed in their personnel files responses to adverse material inserted therein and a reasonable amount of commendations from sources directly relating to their job performance.
- 17.2.4 If after a three year period of time following the issuance of a disciplinary action there has been no other discipline imposed on the bargaining unit employee, the disciplinary documents shall be sealed within the bargaining unit employee's personnel file. The applicable document(s) will remain sealed unless disclosure is required pursuant to a court order or other legal mandate, or if such document(s) are necessary for the County Office to defend itself, its students or employees in a lawsuit, claim, administrative matter before a State, Federal or other agency/entity with jurisdiction over such matter, or charge. The sealed information/documents may only be accessed by the Superintendent, Associate Superintendent of Human Resources or their designees and the employee who received the disciplinary action.

17.3 Permanency

Adverse material becomes permanent only after the time for filing a grievance has lapsed or the document has been sustained by the grievance process.

ARTICLE 18 – EVALUATIONS

18.1 Schedule

All bargaining unit employees shall be evaluated by their immediate supervisor or designee. Permanent employees shall be evaluated annually by their anniversary date. Probationary employees shall be evaluated at the end of the third and fifth months.

It is a priority of the Superintendent that evaluations be completed in a timely manner. If an employee has not received an evaluation by three months subsequent to their anniversary date, the employee will be considered to have achieved satisfactory performance.

If a bargaining unit employee is on a leave of absence when they are scheduled to receive an evaluation, the deadline for completing the evaluation process will be extended so that the evaluation is due within thirty (30) calendar days from their return from the leave.

18.2 Content

All evaluations shall be based on factual and pertinent data which is collected by the evaluator from direct knowledge and/or observation of the employee's performance or otherwise corroborated by the supervisor conducting the evaluation. Any area of the evaluation form rated below job standard shall include specific recommendations for improvements.

Any negative evaluation shall include specific recommendations for improvements to assist the employee in meeting any/all recommendations made.

A copy of the evaluation form is included in the Agreement in Appendix D.

18.3 Prior Notification

When the County Office becomes aware of substandard performance, the employee shall be advised in writing prior to such substandard performance being reflected in the performance evaluation report.

Any rating of below job standard on an employee's annual evaluation must be based on performance or conduct for which the employee received prior verbal or written notification within the preceding twelve (12) months.

18.4 Right to Respond

The bargaining unit employee shall have the right to review and respond to the evaluation in writing within ten (10) calendar days of receipt of their evaluation. The unit employee may also request a meeting to review the evaluation with the Department Head or, if the Department Head issued the evaluation, then the unit employee may request a meeting with the Division Head

ARTICLE 19 – DISCIPLINARY PROCEDURE

The County Office may take formal disciplinary action for just cause against permanent bargaining unit employees, pursuant to the Education Code and the Merit System Rules.

Procedures for disciplinary action and appeal rights shall be in accordance with Merit Rule Chapter 190. If, following ratification of the 2024-2027 bargaining agreement, the Personnel Commission makes changes to any Merit Rule which pertains to disciplinary procedures, the County Office shall provide notice to CSEA and an opportunity to bargain the impacts of such Merit Rule changes on the terms of this Article.

19.1 Union Representation

Prior to an investigatory interview, which could result in a recommendation for discipline or meeting for disciplinary action, an employee has a right to obtain Union representation before the meeting or procedure begins. The County Office is not required to postpone a meeting or procedure because a particular Union representative requested by the employee is not available. However, the employee shall have the opportunity to secure an alternative representative.

ARTICLE 20 – RECLASSIFICATION

20.1 Requests for Study

Requests for classification study of existing positions shall be presented to the Personnel

Commission Director together with a statement of the reasons for requesting study. Requests for study may be initiated by the Director of Personnel, by the Administration, with the approval of the Superintendent, or by an employee or CSEA. Requests initiated by the Administration shall be accompanied by a statement of the current authorized duties of the position(s) and any prospective changes.

The results of a reclassification study are not grievable, but may be appealed to the Personnel Commission.

20.2 Effective Date of Reclassification

Reclassification of a position shall become effective on the date prescribed by the commission and shall not have retroactive effect. Effective dates may be set sufficiently in the future to allow time for examinations to be completed, but not more than three months.

20.3 Effects on Incumbents

- 20.3.1 When positions or whole classes are reclassified upward, the rights of incumbents are determined in accordance with Education Code section 45285; incumbents of the reclassified position who have been in the class for three or more years shall be reclassified with their position without examination; an employee who has been reclassified with the position shall be ineligible for subsequent reclassification with the position for a period of at least three years from the initial action. Those incumbents not able to be reclassified with their positions without competitive examination shall have one opportunity to pass a qualifying examination for the higher class. An employee who is reclassified to a class allocated to a higher salary range shall be placed on the step of the new range, which will provide a minimum of one full step (5.0%) increase.
- 20.3.2 When a position or group of positions is reclassified to a class with an equal or lower salary range, an incumbent shall have the following rights:
 - 20.3.2.1 The right to bump the employee in the same class with the lowest seniority in the class, provided that the incumbent has greater seniority in the class;
 - 20.3.2.2 The right to bump the employee with the least seniority in any equal or lower class in which the incumbent formerly served, provided that they had greater seniority in the class;
 - 20.3.2.3 The right to be demoted or to transfer, without examination to the class to which the position is reclassified, and the employee may choose to transfer, demote, or exercise bumping rights at their option.

ARTICLE 21 – LIGHT DUTY

Light duty shall be predicated on a case-by-case basis. It is the County Office's philosophy to return injured employees to duty as quickly as possible.

ARTICLE 22 – CATASTROPHIC ILLNESS OR INJURY PROGRAM

The parties agree to implement a catastrophic illness or injury program as defined in Education Code section 44043.5. The Program is attached as Appendix E.

ARTICLE 23 — CAREER LADDER

The County Office provides a Career Ladder Program to bargaining unit employees. To be eligible to participate in the career ladder program, the employee must:

- 23.1** Apply in writing for participation in the career ladder program. The application must be submitted to the Human Resources Department. A decision regarding the employee's application will be provided to the employee.
- 23.2** Maintain enrollment in at least six (6) semester units from the pre-approved course plan or, if applicable, meet the requirements of the pre-approved training plan.
- 23.3** Provide the Career Ladder Committee with copies of grade reports to show the required grade point average after each grading period or satisfactory training period progress report.
- 23.4** Maintain enrollment in a course or training program during the semester or training period where the stipend was advanced to cover tuition and other related costs; and;
- 23.5** Agree, in writing, to reimburse the County Office for any and all actual expenses incurred on the employee's behalf by the County Office while participating in the Career Ladder Program if the employee:
 - 23.5.1** Leaves the Career Ladder Program for any reason (voluntary or involuntary).
 - 23.5.2** Does not accept a promotion offered by the County Office.
 - 23.5.3** Does not continue to work at the County Office.
 - 23.5.4** Drops out of any class or training program for which the County Office has already paid tuition.
 - 23.5.5** Receives a G.P.A. of less than 2.75 during the employee's freshman and sophomore year and less than 3.0 during the employee's junior, senior and fifth year.
- 23.6** Agree to begin repaying the County Office all monies received for financial assistance within six (6) months after leaving the Career Ladder Program, whether voluntarily or involuntarily.

- 23.7** Execute a written authorization allowing the County Office to deduct any advance stipend amount the employee has received if the employee fails to adhere to the requirements set forth in this Article. Such deductions shall be done in equal payments from three (3) consecutive monthly paychecks. The deductions shall commence upon notification by the County Office of the employee's failure to comply with the requirements set forth in this Article.

ARTICLE 24 - COLLABORATIVE PROBLEM-SOLVING COMMITTEE

The County Office and CSEA recognize a mutual interest in maintaining harmonious labor relations. In order to address issues of concern the County Office and CSEA agree to form a Collaborative Problem-Solving Committee. The committee will be comprised of three representatives from the County Office and three CSEA representatives. Either party may invite the Classified Personnel Administrator to attend a meeting when the subject matter of the Committee's meeting calls for the input of a representative from the Personnel Commission. The inviting party shall provide written notice to the other party at the same time it extends the invitation.

The committee will meet on a mutually agreed upon date and time. Such meetings shall not last more than two hours, unless mutually agreed to in writing otherwise. The parties agree that these meetings will be used to maintain open and respectful communication, to identify areas of concerns, and to make recommendations regarding potential resolutions to those areas of concern. Specific agenda items shall be provided by CSEA and County Office representatives to each other five calendar days prior to the scheduled meeting. The committee's activities are advisory and shall not include personnel matters or matters within the scope of negotiations, except as otherwise expressly provided for in this Agreement. Any subject, issue discussed during or relating to such Committee activities, or recommendations made or arising from the Committee shall not be subject to the grievance process.

ARTICLE 25 - ESY/SUMMER SCHOOL

- 25.1** When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular September-June academic year, assignment shall be given to bargaining unit members serving in the appropriate classifications) and/or where appropriate in specific program(s).
- 25.2** When it is necessary to assign employees not regularly so assigned to serve during a summer school period, first assignment shall be given to bargaining unit members for programs in which they currently serve.
- 25.2.1** Thereafter, the assignment shall be made in order of seniority in the appropriate classification from those unit members requesting ESY work by the prescribed deadline but no employee shall be required to accept such assignment.
- 25.2.2** If the employee with the greatest seniority refuses an assignment, it shall be offered to other employees within the appropriate classification in descending order of seniority until the position is filled.

- 25.3 An employee who accepts a summer school assignment in accordance with the provisions of this Section shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year and in no event shall their compensation and/or benefits be less, on a pro rata basis, than the compensation and benefits they were receiving immediately prior to the commencement of the summer school assignment.

ARTICLE 26 – EXAMINATION PROCEDURES

26.1 Procedures

- 26.1.1 When two or more bargaining unit members have met the announced application deadline for promotional examinations and their applications have been approved for a vacant position, the written and oral examinations shall be offered during the member's regular working hours.
- 26.1.2 Whenever it is necessary to fill existing, or anticipated vacancies and an appropriate eligibility list does not exist, the Personnel Commission shall announce each examination on an employment opportunities bulletin, which shall be distributed to all employee work sites and community locations for at least fifteen (15) days. The Personnel Director will notify community agencies and organizations supporting women, minorities, and the disabled of each examination.

26.2 Promotional Examinations

- 26.2.1 Where an adequate field of competition exists within the County Office and examinations can reasonably be expected to result in three (3) qualified ranks of eligible, the field of competition shall be limited to promotional applicants.
- 26.2.2 Promotional examinations shall be restricted to probationary and permanent employees of the County Office and former employees on a valid reemployment list who meet the qualifications of the class. Probationary employees (defined as those employees who hold no tenure in any classification in the County Office) may take the examination, but will not be certified for employment opportunities until completion of their probationary period.
- 26.2.3 To obtain placement on a promotional list, an employee must achieve a minimum score of 80 percent on each individual part of an examination, excepting performance tests, which are scored on a pass/fail basis.

26.3 Promotional and Open Competitive Examinations

- 26.3.1 Where an adequate field of promotional applicants does not exist or there is doubt as to its adequacy, the Personnel Director may advertise the examination among employees and the general public.
- 26.3.2 This examination procedure shall result in a promotional and open eligibility list. The promotional list shall take precedence when certifying eligible. When

the promotional eligibility list does not contain sufficient ranks of eligible (defined as having fewer than three (3) eligible and willing employees), certification of additional ranks shall then be made from the open list.

ARTICLE 27 – NEGOTIATIONS

27.1 – Notification and Public Notice

If either party desires to alter or amend this Agreement, prior to the commencement of successor contract negotiations, it shall provide written notice and a proposal to the other party of said desire and the nature of the amendments. Thereafter, the parties will fulfill the public notice provisions of applicable law prior to commencing negotiations.

27.2 Commencement of Negotiations

After satisfaction of the public notice requirement, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

27.3 Ratification of Additions or Changes

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

ARTICLE 28 – SAFETY

28.1 County Office Compliance

28.1.1 The County Office shall make every reasonable effort to comply with applicable sections of the California Occupational Health and Safety Act, to the extent possible within the financial resources of the County Office, and to provide a safe and healthy environment for its employees.

28.1.2 The County Office will also make reasonable effort to ensure that Special Education facilities have running water, if needed, and, if required by students, such supplies as plastic bags and gloves, disinfectants, etc.

ARTICLE 29 – EFFECT OF AGREEMENT

29.1 Both parties regard this Agreement as complete, the parties having exercised their right to meet and negotiate and that this Agreement set forth the full and entire understanding of the parties regarding all matters set forth herein.

29.2 There shall be no additions to or deletions from the content of any article and there shall be no articles added except by mutual agreement by the County Office and CSEA or as allowed

by applicable law. During the term of this Agreement, neither party shall be required to negotiate on any matter, except by mutual consent of the parties, unless otherwise provided herein.

29.3 Except for side letters and/or side agreements properly entered into by the parties, this Agreement supersedes and terminates all other precedents, standings, traditions, and rules or regulations concerning unit members and matters within the scope of this Agreement.

29.4 If any matters within the scope of bargaining arise during the course of this Agreement, CSEA shall be given notice and full right to meet and negotiate over their application to the bargaining unit.

ARTICLE 30 – SETTLEMENT OF DISPUTES

CSEA and the County Office agree that grievances and disputes involving the terms and conditions of this Agreement are to be settled by the grievance or consultation procedures as provided for in this Agreement without resorting to strikes, lockouts, or any concerted refusal to perform work duties as required in this Agreement.

ARTICLE 31 – SAVINGS PROVISION

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

ARTICLE 32 – DURATION OF AGREEMENT

30.1 This Agreement shall be in effect from July 1, 2024 through June 30, 2027. There shall be no reopeners during the duration of this Agreement, unless otherwise provided for in this Agreement.

30.1.1 The parties further agree that at any time from July 1, 2024 through June 30, 2027, the collective bargaining agreement shall, upon request of either party, be re-opened for negotiations limited only to economic issues, if the State alters the basic funding mechanisms for public education.

CSEA Chapter 887 Signature Page

For the San Mateo County
Office of Education:

Date: _____

Approved by the San Mateo County
Superintendent of Schools

Date: _____

Marco Chavez

For the CSEA Chapter #887

Date: _____

Date Ratified by the Unit: _____

APPENDIX A - CSEA 887 CLASSIFICATIONS

Accountant
Accounting Assistant
Accounting Technician
Administrative Assistant
Administrative Technician
Applications Support Technician
Audiovisual & Media Support Technician
Bilingual Family Counselor
Computer Technician
Credentials Analyst
Custodial Maintenance Worker
Data Specialist
Educational Data Analyst
Enterprise Systems Assistant
Enterprise Systems Database Analyst
Enterprise Systems Operations Analyst
Executive Assistant
Executive Assistant III
Financial Analyst
Fingerprint Assistant
General Services Assistant
Human Resources Technician
Information Technology Analyst
ITS Operations Technician
Mail Services Driver
Media Analyst
Multimedia Designer
Network Analyst
Network Engineer
Network Systems Administrator
Network Systems Technician
Office Assistant
Payroll and Retirement Analyst
Payroll Technician
Personnel Commission Analyst
Personnel Commission Technician
Program Compliance Analyst
Programmer/Analyst
Public Communications Specialist
School Bus Driver
Senior Accounting Assistant
Senior Client Services Technician
Senior Computer Technician
Senior Credentials Analyst
Senior Custodial Maintenance Worker
Senior Payroll and Retirement Analyst
Sustainability Analyst
Transportation Scheduler

APPENDIX B – SALARY SCHEDULES

Salary Schedule for:
California School Employees Association, Chapter 887 (Hourly)

2CLH73GM

Fiscal Year: 2026/2027

3.5%

Effective: 7/1/2026

Position Hire Date On or Before 7/31/25

Job Title	Range	A	B	C	D	E
Bilingual Family Counselor	320	\$40.72	\$42.77	\$44.90	\$47.13	\$49.50


County Superintendent of Schools

7/6/2026
Date

Longevity:

2.875% upon completion of 7 years of service
2.875% upon completion of 10 years of service
5.750% upon completion of 13 years of service
2.875% upon completion of 16 years of service
2.000% upon completion of 20 years of service
1.875% upon completion of 26 years of service

Salary Schedule for:
California School Employees Association, Chapter 887 (Hourly)
 Fiscal Year: 2026/2027
 3.5%
 Effective: 7/1/2026
 Position Hire Date On or Before 7/31/2025

2CLH73IM

Job Title	Range	A	B	C	D	E
School Bus Driver	18	\$35.39	\$37.15	\$39.00	\$40.95	\$42.99



 County Superintendent of Schools

 Date 7/6/2026

Longevity:

- 2.875% upon completion of 7 years of service
- 2.875% upon completion of 10 years of service
- 5.750% upon completion of 13 years of service
- 2.875% upon completion of 16 years of service
- 2.000% upon completion of 20 years of service
- 1.875% upon completion of 26 years of service

Salary Schedule for:
California School Employees Association, Chapter 887 (Hourly)
 Fiscal Year: 2026/2027
 3.5%
 Effective: 7/1/2026
 Position Hire Date On or After 8/1/2025

2CLH801M

Job Title	Range	A	B	C	D	E
Bilingual Family Counselor	20	\$37.17	\$39.03	\$40.99	\$43.04	\$45.19
School Bus Driver	18	\$35.39	\$37.15	\$39.00	\$40.95	\$42.99



 County Superintendent of Schools

7/6/2026

 Date

Longevity:

2.875% upon completion of 7 years of service
 2.875% upon completion of 10 years of service
 5.750% upon completion of 13 years of service
 2.875% upon completion of 16 years of service
 2.000% upon completion of 20 years of service
 1.875% upon completion of 26 years of service

Monthly Salary Schedule for:
California School Employees Association, Chapter 887

2CL731GM

Fiscal Year: 2026/2027

3.5%

Effective: 7/1/2026

Position Hire Date On or Before 7/31/2025

Job Title	Range	A	B	C	D	E
Enterprise Systems Database Administrator	450	\$10,686	\$11,221	\$11,781	\$12,370	\$12,987
Network Systems Administrator	449	\$10,429	\$10,950	\$11,498	\$12,069	\$12,676
Senior Information Technology Analyst	446	\$9,692	\$10,180	\$10,686	\$11,221	\$11,781
Network Analyst	446	\$9,692	\$10,180	\$10,686	\$11,221	\$11,781
Educational Data Analyst	442	\$9,184	\$9,643	\$10,125	\$10,630	\$11,162
Personnel Commission Analyst	442	\$9,184	\$9,643	\$10,125	\$10,630	\$11,162
Senior Credentials Analyst	442	\$9,184	\$9,643	\$10,125	\$10,630	\$11,162
Financial Analyst	441	\$8,963	\$9,410	\$9,881	\$10,375	\$10,892
Multimedia Designer	441	\$8,963	\$9,410	\$9,881	\$10,375	\$10,892
Program Compliance Analyst	441	\$8,963	\$9,410	\$9,881	\$10,375	\$10,892
Senior Payroll and Retirement Analyst	441	\$8,963	\$9,410	\$9,881	\$10,375	\$10,892
Information Technology Analyst	439	\$8,792	\$9,230	\$9,692	\$10,180	\$10,686
Media Analyst	439	\$8,792	\$9,230	\$9,692	\$10,180	\$10,686
Accountant	436	\$8,535	\$8,963	\$9,410	\$9,881	\$10,375
Credentials Analyst	432	\$7,742	\$8,128	\$8,535	\$8,963	\$9,410
Personnel Commission Technician	432	\$7,742	\$8,128	\$8,535	\$8,963	\$9,410
Senior Accounting Assistant	422	\$6,067	\$6,370	\$6,688	\$7,021	\$7,374
Lead Custodial/Maintenance Worker	420	\$5,807	\$6,097	\$6,404	\$6,723	\$7,060
Mail Services Driver	417	\$5,399	\$5,667	\$5,950	\$6,248	\$6,560


 County Superintendent of Schools

7/6/2026
 Date

Longevity:

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 5.750% upon completion of 13 years of service
 2.875% upon completion of 16 years of service
 2.000% upon completion of 20 years of service
 1.875% upon completion of 26 years of service

Monthly Salary Schedule for:
California School Employees Association, Chapter 887

2CL731IM

Fiscal Year: 2026/2027

3.5%

Effective: 7/1/2026

Position Hire Date On or Before 7/31/2025

Job Title	Range	A	B	C	D	E
Network Engineer	41	\$10,822	\$11,362	\$11,930	\$12,527	\$13,154
Programmer/Analyst	40	\$10,558	\$11,086	\$11,640	\$12,222	\$12,833
Senior Computer Technician	30	\$8,247	\$8,660	\$9,092	\$9,548	\$10,025
Executive Assistant	29	\$8,046	\$8,449	\$8,871	\$9,314	\$9,781
Payroll and Retirement Analyst	29	\$8,046	\$8,449	\$8,871	\$9,314	\$9,781
Audiovisual and Media Support Technician	26	\$7,472	\$7,845	\$8,238	\$8,649	\$9,082
Computer Technician	26	\$7,472	\$7,845	\$8,238	\$8,649	\$9,082
Integrated Technology Services Operations Technician	26	\$7,472	\$7,845	\$8,238	\$8,649	\$9,082
Sustainability Analyst	26	\$7,472	\$7,845	\$8,238	\$8,649	\$9,082
Administrative Technician	24	\$7,111	\$7,468	\$7,840	\$8,232	\$8,644
Accounting Technician	23	\$6,939	\$7,285	\$7,650	\$8,032	\$8,434
Payroll Technician	23	\$6,939	\$7,285	\$7,650	\$8,032	\$8,434
Transportation Scheduler	23	\$6,939	\$7,285	\$7,650	\$8,032	\$8,434
Data Specialist	22	\$6,769	\$7,107	\$7,463	\$7,836	\$8,228
Administrative Assistant	20	\$6,444	\$6,766	\$7,104	\$7,459	\$7,832
Enterprise Systems Assistant	18	\$6,132	\$6,439	\$6,762	\$7,099	\$7,455
Senior Custodial Maintenance Worker	17	\$5,982	\$6,281	\$6,595	\$6,925	\$7,273
Custodial Maintenance Worker	13	\$5,420	\$5,691	\$5,976	\$6,275	\$6,588
Office Assistant	12	\$5,288	\$5,552	\$5,829	\$6,121	\$6,427


 County Superintendent of Schools

7/6/2026
 Date

Longevity:

2.875% upon completion of 7 years of service
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 5.750% upon completion of 13 years of service
 2.875% upon completion of 16 years of service
 2.000% upon completion of 20 years of service
 1.875% upon completion of 26 years of service

Monthly Salary Schedule for:
California School Employees Association, Chapter 887

2CL801M

Fiscal Year: 2026/2027

3.5%

Effective: 7/1/2026

Position Hire Date On or After 8/1/2025

Job Title	Range	A	B	C	D	E
Network Engineer	41	\$10,822	\$11,362	\$11,930	\$12,527	\$13,154
Programmer/Analyst	40	\$10,558	\$11,086	\$11,640	\$12,222	\$12,833
Network Systems Administrator	39	\$10,300	\$10,815	\$11,356	\$11,924	\$12,519
Enterprise Systems Database Administrator	38	\$10,049	\$10,552	\$11,080	\$11,633	\$12,215
Enterprise Systems Operations Analyst	37	\$9,804	\$10,294	\$10,809	\$11,350	\$11,916
Educational Data Analyst	34	\$9,103	\$9,558	\$10,036	\$10,537	\$11,065
Network Systems Technician	33	\$8,881	\$9,326	\$9,792	\$10,282	\$10,796
Senior Credentials Analyst	33	\$8,881	\$9,326	\$9,792	\$10,282	\$10,796
Senior Payroll and Retirement Analyst	33	\$8,881	\$9,326	\$9,792	\$10,282	\$10,796
Financial Analyst	32	\$8,665	\$9,098	\$9,553	\$10,031	\$10,532
Media Analyst	32	\$8,665	\$9,098	\$9,553	\$10,031	\$10,532
Personnel Commission Analyst	32	\$8,665	\$9,098	\$9,553	\$10,031	\$10,532
Program Compliance Analyst	32	\$8,665	\$9,098	\$9,553	\$10,031	\$10,532
Senior Computer Technician	30	\$8,247	\$8,660	\$9,092	\$9,548	\$10,025
Accountant	29	\$8,046	\$8,449	\$8,871	\$9,314	\$9,781
Executive Assistant	29	\$8,046	\$8,449	\$8,871	\$9,314	\$9,781
Payroll and Retirement Analyst	29	\$8,046	\$8,449	\$8,871	\$9,314	\$9,781
Credentials Analyst	27	\$7,658	\$8,041	\$8,444	\$8,866	\$9,309
Multimedia Designer	27	\$7,658	\$8,041	\$8,444	\$8,866	\$9,309
Public Communications Specialist	27	\$7,658	\$8,041	\$8,444	\$8,866	\$9,309
Audiovisual and Media Support Technician	26	\$7,472	\$7,845	\$8,238	\$8,649	\$9,082
Computer Technician	26	\$7,472	\$7,845	\$8,238	\$8,649	\$9,082
Integrated Technology Services Operations Technician	26	\$7,472	\$7,845	\$8,238	\$8,649	\$9,082
Personnel Commission Technician	26	\$7,472	\$7,845	\$8,238	\$8,649	\$9,082
Sustainability Analyst	26	\$7,472	\$7,845	\$8,238	\$8,649	\$9,082
Administrative Technician	24	\$7,111	\$7,468	\$7,840	\$8,232	\$8,644
Applications Support Technician	24	\$7,111	\$7,468	\$7,840	\$8,232	\$8,644

San Mateo County Office of Education

1 of 2

July 1, 2026

Monthly Salary Schedule for:
California School Employees Association, Chapter 887

2CL801M

Fiscal Year: 2026/2027

3.5%

Effective: 7/1/2026

Position Hire Date On or After 8/1/2025

Job Title	Range	A	B	C	D	E
Accounting Technician	23	\$6,939	\$7,285	\$7,650	\$8,032	\$8,434
Human Resources Technician	23	\$6,939	\$7,285	\$7,650	\$8,032	\$8,434
Payroll Technician	23	\$6,939	\$7,285	\$7,650	\$8,032	\$8,434
Transportation Scheduler	23	\$6,939	\$7,285	\$7,650	\$8,032	\$8,434
Data Specialist	22	\$6,769	\$7,107	\$7,463	\$7,836	\$8,228
Administrative Assistant	20	\$6,444	\$6,766	\$7,104	\$7,459	\$7,832
Enterprise Systems Assistant	18	\$6,132	\$6,439	\$6,762	\$7,099	\$7,455
Accounting Assistant	17	\$5,982	\$6,281	\$6,595	\$6,925	\$7,273
Senior Custodial Maintenance Worker	17	\$5,982	\$6,281	\$6,595	\$6,925	\$7,273
General Services Assistant	16	\$5,837	\$6,128	\$6,436	\$6,758	\$7,095
Fingerprint Assistant	14	\$5,556	\$5,833	\$6,125	\$6,430	\$6,753
Custodial Maintenance Worker	13	\$5,420	\$5,691	\$5,976	\$6,275	\$6,588
Mail Services Driver	12	\$5,288	\$5,552	\$5,829	\$6,121	\$6,427
Office Assistant	12	\$5,288	\$5,552	\$5,829	\$6,121	\$6,427


 County Superintendent of Schools

7/6/2026
 Date

Longevity:

2.875% upon completion of 7 years of service
 2.875% upon completion of 10 years of service
 5.750% upon completion of 13 years of service
 2.875% upon completion of 16 years of service
 2.000% upon completion of 20 years of service
 1.875% upon completion of 26 years of service

San Mateo County Office of Education

2 of 2

July 1, 2026

Monthly Salary Schedule for:
California School Employees Association, Chapter 887
Fiscal Year: 2026/2027
3.5%
Effective: 7/1/2026
Position Hire Date On or Before 7/31/2025

2CLC731

Job Title	Range	A	B	C	D	E
Public Communications Specialist	235	\$9,593	\$10,072	\$10,579	\$11,107	\$11,659
Executive Assistant III	228	\$8,087	\$8,492	\$8,915	\$9,364	\$9,830
Human Resources Technician	225	\$7,517	\$7,892	\$8,289	\$8,701	\$9,138



 County Superintendent of Schools

7/6/2026

 Date

Longevity:

2.875% upon completion of 5 years of service
 2.875% upon completion of 7 years of service
 2.875% upon completion of 10 years of service
 2.875% upon completion of 13 years of service
 2.875% upon completion of 15 years of service
 2.875% upon completion of 20 years of service

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, to request FMLA leave you **must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call **1-866-487-9243** or visit **dol.gov/fmla** to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR



APPENDIX D – EVALUATION

San Mateo County Office of Education Classified Personnel Performance Report

Name: _____ Classification: _____ Date Employed: _____
Program: _____ Check One: Probationary ___ 1 Mo ___ 3 Mo. ___ 5 Mo. ___ Annual ___ Other
Rating Period: From _____ to _____

INSTRUCTIONS FOR USING FORM

1. Complete two forms - one copy for personnel and one for employee.
2. Summarize major responsibilities of the position. This will help you focus on job related requirements and standards on which you should rate employees.
3. Read all the specifications for the first factor. After you have determined which specification most fits the employee, place an "X" in that square. You may cross out any part of the specification that is not applicable to an employee. Repeat for each factor.

MAJOR RESPONSIBILITIES OF POSITION: (Summarize major responsibilities assigned to the position.)

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
<u>JOB KNOWLEDGE/ SKILL:</u> The degree to which employee has and applies knowledge and skills required by the job, and maintains current knowledge and skills.	☐ Knows all phases of job well. Is acknowledged as an expert in job area. Demonstrates job skills at level beyond job requirements. Actively seeks self-improvement to expand job knowledge.	☐ Has and applies knowledge and skills to handle job responsibilities. Asks questions when in doubt about some area of job. Keeps current on trends and technical areas of job.	☐ Knowledge of some major phases of job incomplete. Some job skills in critical job areas need improvement.	☐ Knowledge of several major job phases is inadequate. Does not demonstrate acceptable level of job skill in majority of critical job areas. Gaps in job knowledge/skills result in serious mistakes.

COMMENTS:

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
<u>QUALITY OF WORK</u> The thoroughness, accuracy and neatness of work produced.	☐ Produces work that is exemplary in thoroughness, accuracy and neatness. Uses effective and efficient methods in performing work.	☐ Work is consistently thorough, neat and accurate. Work methods used generally effective and efficient.	☐ Work is occasionally inaccurate or incomplete requiring that it be revised or totally redone. Work methods need improvement.	☐ Work contains frequent errors or is not done at all. Work methods used are generally unsatisfactory.

COMMENTS:

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
<u>PRODUCTIVITY:</u> The amount or volume of work turned out.	☐ Produces exceptionally high amounts of work. Skillfully sets priorities. Can coordinate several projects/assignments simultaneously. Work usually completed sooner than expected.	☐ Produces appropriate amount of work. Sets priorities in order to complete projects/ assignments on time.	☐ Produces less than acceptable amount of work. Takes too long to complete assignments	☐ Produces significantly less than acceptable amount of work. Frequently does not meet deadlines.

COMMENTS:

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
<u>INITIATIVE/DEPENDABILITY:</u> The combination of job interest, dedication and willingness to extend oneself to complete assigned tasks.	☐ Highly motivated to improve department productivity and to achieve and establish goals. Anticipates and performs needed tasks. Adept at overcoming barriers to progress. Often comes up with innovative ways to accomplish things.	☐ Does regular work without waiting for directions. Needs only minimal guidelines and instructions to carry a job to completion. Willing to take on new assignments. Is recognized as a reliable person who can get tasks done.	☐ Occasionally fails to follow through on assignments. Usually waits to be told what to do. Requires constant supervision. Abandons projects or problems when frustrated.	☐ Frequently does not complete assigned work regardless of supervision provided. Criticizes colleagues and procedures, but does not suggest improvement. Shows no interest in improving work effort.

COMMENTS:

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
<u>WORKING RELATIONSHIPS:</u> The working relationship established with fellow employees and/or the public.	☐ Exceptionally effective in working with others. Shows sensitivity for the feelings of others. Confronts conflict situations skillfully. Is positive and non judgmental in instructions with others. Is tactful when dealing with the public.	☐ Consistently maintains positive work relationships and shows willingness to assist others. Is respectful and considerate of others. Is courteous when dealing with the public.	☐ Has some difficulty maintaining positive relationships with others. Must be encouraged to cooperate. Avoids dealing with conflicts. Is reluctant to meet with members of the public as appropriate to position.	☐ Fails to establish positive relationships with others. Frequently refuses to cooperate. Disrupts smooth operation of department. Is argumentative or abrupt when dealing with the public.

COMMENTS:

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
<u>ADAPTABILITY/FLEXIBILITY:</u> The ability to accept and cope effectively with changing practices, policies and priorities.	☐ Enthusiastically undertakes and implements new projects and assignments. Anticipates change. Offers constructive suggestions when change is under consideration.	☐ Copes with stress of change in a reasonable way. Able to shift priorities when necessary to meet changing needs. Remains open and objective on most issues.	☐ Shows some resistance toward change. Is critical of new ideas without offering alternatives.	☐ Rejects new ideas. Undermines efforts for change. Typically meets stressful situations or change with tension, lack of poise, or other inappropriate behavior.

COMMENTS:

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
<u>DECISION MAKING*</u> The ability to make sound decision which affect work programs.	☐ Demonstrates exceptional ability to define problems, compile and analyze facts, draw valid conclusions, and make decisions even under pressure.	☐ Makes decisions or prepares solutions to problems which are clear-cut and supported by facts and sound judgment. Follows through to be sure plans are implemented.	☐ Sometimes fails to secure and weight all the facts before making decisions. Does not always inform people who will be effected by a decision. Makes decisions but does not always follow through with implementation.	☐ Decisions are often arbitrary and more subjective than objective. Has trouble identifying problems. Does not use appropriate decision making techniques.

COMMENTS:

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
<u>SUPERVISION:*</u> The ability to plan, control and evaluate work activities and motivate and develop subordinates.	☐ Demonstrates excellent planning skills. Uses exceptional skill and judgment in delegating authority. Initiates and participates in successful staff development activities.	☐ Generates approximate plans to realize division/department goals. Delegates work fairly among staff. Helps employees correct job problems and assists them in attaining goals they have set for themselves.	☐ Plans only when instructed to do so. Delegates work without taking employee's ability or job class into account. Talks to employees about their performance only at formal evaluation times. Makes only token attempts to assist employees to improve their job performance.	☐ Plans frequently do not achieve desired results. Low morale is characteristic among employees supervised. Does not delegate work appropriately. Makes no attempt to assist employees to improve their job performance.

COMMENTS:

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
<u>SAFETY/USE AND CARE OF EQUIPMENT.*</u>	☐ Safe work procedures always followed. Anticipates potential hazards and eliminates them effectively. Has accident free history.	☐ Follows work procedures. Conscious of work hazards and reports them to supervisor. Maintains equipment in good working order.	☐ Sometimes fails to follow safe work procedures. Has had some minor accidents. Occasionally takes potentially unsafe short cuts. Does not always take proper care of equipment.	☐ Does not follow safe work procedures. Has had frequent accidents. Uses equipment carelessly, resulting in poor work product, high down time and costly maintenance.

COMMENTS:

**If applicable*

ATTENDANCE:

- ☐ Meets San Mateo County Office of Education attendance standards. Consistently punctual, with no recurring attendance problems.
- ☐ Fails to meet attendance standards with frequent lateness and/or recurring attendance problems.

(If employee fails to meet attendance standards, explain why.)

NOTE:

PERFORMANCE SUMMARY:

- A. In what areas does the employee excel?

- B. In what job related areas is improvement needed in order for the employee to perform job duties satisfactorily?

DEVELOPMENT PLAN:

- A. What action will be taken before the next performance review to help employee improve his/her performance? How will you, as supervisor, help? (Use additional sheets as necessary)

 - B. Establish with your employee objectives which may include new and better ways to carry out job responsibilities or plans for personal/professional development. Include specific action plans to accomplish objectives and timelines as necessary. (Use additional sheets as necessary)
-

Check one of the following (for probationary employees only)

☐ Not recommended for continued employment. ☐ Recommended for continued employment.
☐ Recommended for continued employment only if major improvements made.

COMMENTS:

Signature of Evaluator _____

Title _____ Date _____

Signature of Program Manager _____

Title _____ Date _____

EMPLOYEE REVIEW:

Employees are encouraged to add their comments to this review.

I have reviewed this document and discussed the content of this review with my supervisor. My signature does not necessarily imply that I agree with this evaluation.

Employee Signature _____ Date _____

APPENDIX E – CATASTROPHIC ILLNESS OR INJURY PROGRAM

The County Office provides a catastrophic illness or injury program as defined in Education Code section 44043.5 to its employees.

1. Definitions

- a. “Catastrophic illness or injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family. The nature of the incapacity must require the employee to take time off from work for an extended period of time to receive care or care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
- b. “Catastrophic leave credit” means sick leave donated to one employee from another employee’s accrued sick leave.
- c. “Eligible leave credits” means sick leave accrued by the donating employee.
- d. “Family Member” shall be defined as employee’s spouse, parent, grandparent, domestic partner, any child for which the employee has primary responsibility, or sibling.

2. Enrollment and Contributions

- a. All regular County Office employees are eligible to contribute and participate in this program as long as they are at least a 0.5 full-time equivalent employee and satisfy the remaining requirements outlined in this Program.
- b. The enrollment window and donation requirements are as follows:
 - i. Current employees will be asked to enroll to establish the Bank in the first year. Employees must complete the Catastrophic Leave Donation Form and submit it to Human Resources.
 - ii. Once an employee chooses to enroll, membership will continue for the duration of your employment, unless canceled by the employee prior to the conclusion of the preceding school year. Cancellation requests must be submitted to Human Resources in writing. Donated sick leave will not be returned after cancellation.
 - iii. New employees will be eligible to join after having completed six (6) months of employment with the County Office. To be eligible, new employees must donate one day of sick leave no later than the end of their seventh month of employment with the County Office.
 - iv. Each year during the medical open enrollment period, Human Resources will solicit additional donations for the Bank from those who are not currently members.
 - v. The maximum contribution by any employee shall be one day of sick leave.
 - vi. Donations shall be made in full-day increments.

- vii. If the Bank falls below 60 days, Human Resources will solicit additional voluntary donations to replenish the Bank. Employees who are currently receiving eligible leave credits from the Bank do not have to contribute an additional day to maintain eligibility/membership.
- viii. Human Resources will solicit voluntary contributions before denying a claim due to an insufficient number of days in the Bank.
- ix. All donations shall be irrevocable.
- x. The donor must maintain at least five (5) days of accumulated sick leave at the time of donation.
- xi. All donations are to remain confidential from other employees. The recipient, the identity, and details of anyone requesting eligible leave credits shall remain confidential and will not be disclosed by the County Office or Committee Members to other County Office employees.
- xii. Donated time from the donating employee(s) shall be converted to the receiving employee's base / straight time rate of pay.

3. Eligibility and Withdrawal

- a. To be eligible to receive donated sick leave from the bank, an employee must meet the following requirements:
 - i. The employee is unable to work due to the employee's or their family member's catastrophic illness or injury.
 - ii. The employee must have exhausted all accrued sick leave as well as any other paid leave.
 - iii. The employee must submit a written request that eligible leave credits be donated to them using the Catastrophic Leave Request Form. If the employee is incapacitated and unable to make the request, Human Resources will make the request on the employee's behalf.
 - iv. The employee submits to the Human Resources Department written verification of a catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the treating health care professional, which shall include the incapacitating nature and probable duration of the illness or injury.
 - v. The Committee, as defined in Section 5 below, determines that the employee is unable to work due to the employee's or their family member's catastrophic illness or injury.
 - vi. Catastrophic leave does not apply to absences that qualify for Workers' Compensation benefits. Additionally, catastrophic illness leave does not apply to absences resulting from stress claims; however, physical manifestations such as heart disease or high blood pressure shall be included.

4. Withdrawal and Use of Time From The Bank

- a. Employees are eligible for a maximum of 25 days of eligible leave credits from the bank per request with a maximum of two requests per rolling 12-

month period. The most eligible leave credits an employee may receive from the Bank is 50 days per benefit year.

- b. Employees are eligible to receive eligible leave credits from the Bank after they have exhausted all vacation, sick time, and/or any other paid time off benefits.
- c. The employee who is the recipient of the donated leave credits shall use those credits within 12 consecutive months of receipt.
- d. If eligible leave credits are not used by the employee within 12 consecutive months, the credits shall be returned to the Bank for use by other eligible employees.
- e. An employee who receives paid catastrophic leave shall use all accrued leave credits before receiving paid leave pursuant to this program. Any leave accrued during catastrophic leave shall be exhausted before requesting additional catastrophic leave.

5. Administration

- a. The Bank will be administered by a committee consisting of one employee from SMCEA, CSEA Chapter 158, CSEA Chapter 887, RCMA, and Confidentials, and one administrator appointed by the County Office.
- b. County Office Responsibilities:
 - i. The appointed administrator will schedule and facilitate committee meetings.
 - ii. The County Office will maintain all records relating to the administration of the Bank on behalf of the Committee.
- c. Committee Responsibilities:
 - i. The Committee is responsible for reviewing and approving or denying requests to receive eligible leave credits.
 - ii. The Committee will communicate decisions to the requesting employee and the County Office within 10 business days of receipt of the request absent extenuating circumstances. In some situations, the Committee may need additional information which may require a longer review period of no more than 5 business days.
 - iii. Meetings to review and approve or deny requests to receive eligible leave credits or to conduct other Committee business require the participation of at least three committee members.
 - iv. Decisions of the Committee will be determined by a majority vote of those in attendance at the meeting.
 - v. Committee members shall keep confidential all information related to their role as a committee member and information received for requests to use eligible leave credits, including extensions.
 - vi. The Committee shall respond in a timely manner to requests for information from Human Resources relating to the administration of the Program.