



AFL-CIO

**MILLBRAE ELEMENTARY SCHOOL DISTRICT
CHAPTER# 561**

2023-2026 AGREEMENT

PER 2023-2024 NEGOTIATIONS

**CSEA AND MILLBRAE ELEMENTARY SCHOOL DISTRICT
2023-2026 CONTRACT AGREEMENT**

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ARTICLE 1
AGREEMENT

- 1.1 This Agreement is made and entered into this first (1) day of July 2023, by and between Millbrae Elementary School District, hereinafter referred to as the DISTRICT, and the California School Employees Association And Its Millbrae Chapter #561, hereinafter referred to as CSEA.
- 1.2 The duration of this Agreement shall be from July 1, 2023 through June 30, 2026.

ARTICLE 2 RECOGNITION

- 2.1 Acknowledgment: The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified unit members holding recognized positions in Appendix E, except those that lawfully are certificated, management, confidential or supervisory, shall be assigned to the bargaining unit, as determined by the Millbrae School District Board of Trustees. Prior to action by the Board of Trustees in creating a new position that would not be deemed eligible, the Superintendent or designee, will have a personal conference with a representative of CSEA.
- 2.2 Scope of Representation: The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment as stated in law or determined by PERB. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matter outside the scope of representation.
- 2.3 Additions/Deletions to Appendix E: As classifications are added or removed, Appendix E will be updated.

ARTICLE 3 CSEA RIGHTS

- 3.1 CSEA Communications: CSEA may use mail boxes and bulletin board space designated by the Superintendent at each job site. The District will not impinge upon the content of postings and mail box use unless these materials present a substantial threat to peaceful school operations.
- 3.2 Use of Facilities: All CSEA business, discussions, and activities will be conducted by unit members outside established work hours, exclusive of lunch, and will be conducted in places other than District property, except when:
- 3.2.1 An authorized CSEA Representative obtains advance permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted.
- 3.3 Agendas: CSEA shall have the right to receive two (2) copies of the agenda, minutes and non-confidential supporting materials of regular Board meetings which will be made available at the District Office at the same time it is available to Board members.
- 3.4 Unit member Roster: CSEA shall have the right to be provided with a listing of all unit members in this unit, their present classification, their initial hire date, and their primary job site, following request by CSEA, on or about July 1 of each year.
- 3.5 Printed Materials: CSEA shall have the right to review and or receive any other material available to the public in the possession of or produced by the District. CSEA will reimburse the District for any cost of such request.
- 3.6 Orientation Sessions: The CSEA Chapter president or designee shall have the right to release time to meet with each newly hired bargaining unit member for a twenty (20) minutes orientation during that member's regular work hours as soon as practicable after the new employee's first day of work.
- Within 30 days of hire of a new unit member, the District shall provide the following information to the CSEA Chapter Treasurer or designee: Name, Classification, Worksite and District Email Address. CSEA will maintain the privacy of the unit member's information.
- 3.7 No Discrimination: Neither the District nor CSEA shall impose or threaten to impose reprisals on unit members, to discriminate or threaten to discriminate against unit members or otherwise to interfere with, restrain, or coerce unit members because of their exercise of their rights stated in this Agreement.
- 3.8 Job Representatives: The Millbrae School District recognizes the right of members of the unit to appoint their own representatives. In addition, the job representative can take action on behalf of a bargaining unit member concerning the specific and express terms of this Agreement, provided a written statement is submitted by the unit member to the Board's representative authorizing the taking of such action by the job representative.
- 3.9 Distribution of Job Information: Upon initial employment and each change in classification, a unit member in the bargaining unit shall receive the appropriate job specification. In addition, the unit member will be given specific information concerning wages, shift work, work location, and hours.

**ARTICLE 3
CSEA RIGHTS**

- 3.10 Union Release Time: The District shall grant forty (40) hours of paid release time annually to the Chapter for the purpose of conducting union business.
- 3.11 Interviews: CSEA and the District shall mutually select one member to the interview committee for all bargaining unit vacancies. Said member shall be in the same classification as the vacant position, or in a related classification.
- 3.12 Association Leave: The Association President, if a full time employee, will be granted leave for the purpose of conducting business pertaining to Association affairs provided sufficient notification is provided to secure the services of a substitute, if needed: Chapter #561 will reimburse the District for the cost of the substitute. The number of days may not exceed two (2) half days per month. The days used for this leave will not be deducted from the president's accumulated leave for illness, nor from any other leave to which he/she is entitled as a unit member of the district.

ARTICLE 4 DISTRICT RIGHTS

- 4.1 Powers and Duties: It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control all of the affairs of the District to the full extent of the law. Included in but not limited to those duties and powers is the exclusive right to: determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; insure the rights and educational opportunities of students; determine staffing patterns; determine the number of kinds of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, and terminate unit members.
- 4.2 Limitations: The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by law and the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law.
- 4.3 Emergency Suspension Of Contract: The District reserves the right to declare an emergency when there is a clear threat to the physical well-being of the students and staff and/or to the property of the District. In such instances the District may suspend any elements of the contract in order to protect students and staff and/or property. Such elements of the contract shall continue in suspension for as long as the emergency continues. The District shall have the right to declare when an emergency no longer exists. The District will not declare an emergency in an arbitrary or capricious manner. If the District determines that an emergency exists and it suspends any portion of the Agreement, it shall meet with the exclusive representative within ten (10) days to discuss the impact that the declared emergency has on this Agreement.

ARTICLE 5 ORGANIZATIONAL SECURITY

5.1 Membership and Deduction of Dues

- 5.1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join).
- 5.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.
- 5.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
- 5.1.4 The District shall deduct from the pay of current CSEA members in this unit and pay to CSEA the normal and regular monthly membership dues in accordance with the CSEA dues schedule.
- 5.1.5 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period following the pay period in which the request for dues deduction, or change thereof, was submitted to the District by CSEA.
- 5.1.6 The District's managers, supervisors and confidential employees shall be either positive or neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative. The District shall only process requests to drop membership that originate from the CSEA State Association.
- 5.1.7 There shall be no charge by the employer to CSEA for regular membership dues deductions.

5.2 Other Voluntary Deductions: The District shall, upon appropriate written authorization from any unit member, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by the CSEA and the District. The District shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

5.3 Membership Information

- 5.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information.

5.4 Hold Harmless: CSEA shall completely indemnify and hold the District harmless from any and all claims, demands, suits, or other action arising from provisions contained in this Article. The District shall be required to promptly notify CSEA of any claims made by employees relating to dues

ARTICLE 5
ORGANIZATIONAL SECURITY

authorization.

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

ARTICLE 6

CLASSIFICATION AND RECLASSIFICATION

- 6.1 Placement in Class: Every bargaining unit position shall be placed in a class.
- 6.2 Salary Placement of Reclassified Positions: When a position or class of positions is reclassified, the position or positions shall be placed by the District on the salary schedule in a range which will result in at least a one (1) range increase above the salary of the existing position or positions, but in no event will the reclassification result in an increase of less than two and one-half (2-1/2) percent. This section shall apply only to an upward reclassification—no automatic increase shall be given for reclassifications into lower classes.
- 6.3 Placement in Reclassified Position: When a position or positions less than the total class is or are reclassified, incumbents in the positions who meet adopted specifications for the new positions shall be entitled to serve in these positions. These positions shall be filled by seniority until all positions are filled. If there are no remaining qualified incumbents in the class, the District shall follow normal personnel recruitment procedures.
- 6.4 Initial Salary Level: The District may set the initial salary level for classifications or positions created to do functions not previously performed, pending negotiations with CSEA.

ARTICLE 7 EVALUATIONS

7.1 Procedure:

- 7.1.1 All evaluations of unit members shall be in writing and based upon the direct knowledge and observation of the unit member's administrator/supervisor.
- 7.1.2 Bargaining unit members may not be called upon to evaluate other bargaining unit members. Any negative evaluation shall include specific recommendations for improvements. An evaluation which ranks three (3) or more performance factors as needing improvement, or unacceptable, shall be accompanied by a written, collaboratively agreed upon performance improvement plan to be reviewed and revised, as appropriate, within the next evaluation year.
- 7.1.3 All evaluations shall be signed by the evaluator and by the unit member. By signing the evaluation form, the evaluator and the unit member certify that they have met and discussed the evaluation.
- 7.1.4 The unit member shall have the right to review and respond to the evaluation. A unit member who disagrees with the evaluation may file a written response, within ten (10) days of the date of the evaluation, which will be placed in their personnel file and will be attached to the evaluation.

7.2 Probationary Evaluation: Unit members remain on a probationary status for the first six (6) months of employment. Evaluation meetings shall be held between the unit member and appropriate administrator or supervisor prior to the last working day of the 2nd, 4th and 6th month of employment. The 2nd, 4th and 6th month evaluation shall be in writing using the Districts regular evaluation form.

7.3 Formal Evaluation: A formal evaluation of all permanent unit members shall be made by the appropriate administrator or supervisor annually, prior to May 15, using the District's regular evaluation form.

ARTICLE 8 HOURS AND OVERTIME

- 8.1 Full Time Assignment: The work week for full time unit members shall consist of five (5) consecutive days. Monday - Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District.
- 8.2 Part-Time Assignment: The length of the work day for part-time unit members shall be designated by the District. At the beginning of the school year and for the term of this Agreement, part-time positions shall be assigned a fixed, regular, and ascertainable minimum number of hours which shall be not less than four (4) hours per day.
- 8.3 Lunch Periods: A unit member who works more than five (5) hours in a work day shall receive an unpaid, duty-free meal period of not less than one-half (1/2) hour nor more than one (1) hour, which shall occur approximately at the midpoint of the work day. A unit member required to work during their lunch period and who does not receive the usual time allocated for lunch that day shall receive pay at the appropriate overtime rate for all time worked during the unit member's normal lunch period.
- 8.4 Rest Periods: All bargaining unit members shall be granted paid rest periods which, insofar as practicable, shall be in the middle of each four (4) hour work period at the rate of fifteen (15) minutes per four hours worked. Deviations in a scheduling rest breaks are permissible if there is a mutual agreement between the unit member and the supervisor. The District shall make available at each school lunchroom, restroom, and lavatory facilities for all school/district staff.
- 8.5 Overtime Compensation:
- 8.5.1 Prior approval by the Superintendent or designee is necessary for any overtime compensation.
- 8.5.2 Overtime is defined as any time required to be worked in excess of eight (8) hours in any one day or forty (40) hours in any calendar week.
- 8.5.3 Overtime hours shall be compensated at the rate of pay equal to one-and-one-half (1-1/2) times the regular rate of pay for the unit member. A unit member shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the work week at the rate equal to one-and-one-half times the regular rate of pay of the unit member designated and authorized to perform the work.
- 8.5.4 When a unit member is required to work on any legally declared holiday as specified in Article 12, they shall be paid at the rate of two and one half times their regular rate of pay.
- 8.5.5 Overtime will be distributed and rotated as is practical within each department among those unit members demonstrating a desire to work such overtime.
- 8.5.6 Days of leave without pay are excluded from calculation of overtime (hours worked).

ARTICLE 8 HOURS AND OVERTIME

- 8.5.7 Hours worked in excess of eight (8) hours in any one (1) day are excluded from computation of the forty (40) hour work week provided total hours worked during the week does not exceed forty.
- 8.5.8 Payment for approved overtime shall be the standard procedure for members of the bargaining unit. However, under special conditions, compensatory time off may be granted in lieu of paid compensation for overtime work. Compensatory time off shall be computed at the one-and-one-half (1-1/2) time rate described in this Article.
- 8.5.9 Bargaining unit members having earned and requested compensatory time off must obtain prior written approval from their immediate supervisor before scheduling compensatory time off.
- 8.6 Minimum Call-In Time: All unit members called in to work on a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours pay at the overtime rate of pay.
- 8.7 Call-Back Time: Any unit member called back to work after completion of their regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate, irrespective of the actual time less than that required to be worked.
- 8.8 Increase In Hours: When additional hours are needed for a specific position on a regular basis, those additional hours, as nearly as practicable, shall first be offered to those unit members in the job classification by classification seniority and demonstrated competency. If the unit member declines the assignment, it shall be offered to the remaining unit members who have the required competencies in descending order of seniority until the assignment is made.
- 8.9 Hours Worked: For the purpose of computing the number of hours worked, all time during which a unit member is in paid status shall be considered as hours worked.
- 8.10 Release Time For Conference: One (1) bargaining unit member shall receive two (2) days paid release time per year for attendance at the CSEA annual conference.
- 8.11 Work Year
- 8.11.1 Effective July 1, 2024, one (1) day shall be added to the work year of all employees who currently work 182 days. Food Service Workers will work an additional 4 (four) hours which will be compensated at the member's current hourly rate. A timesheet must be submitted to the District Office. This additional time shall be used for professional development and mandated training prior to the school year. The District Work Schedule will be distributed annually to all District personnel.

ARTICLE 9 SALARY AND COMPENSATION

- 9.1 Schedule Of Salary Ranges: As of the effective date of this Agreement, the schedule of salary ranges for unit members in the bargaining unit shall reflect the salary schedule attached hereto as Appendix A.

For 2023-2024, the classified bargaining unit salary schedule shall increase by 4% (four percent), retroactive to July 1, 2023.

For 2024-2025, the classified bargaining unit salary shall increase by 2% (two percent), beginning July 1, 2024.

In the event that the MEA bargaining unit receives an across-the-board, on-going or one-time salary adjustment other than the negotiated salary and benefits of the CSEA bargaining unit, CSEA has the right to re-open Article 9 for the year(s) currently being negotiated.

- 9.2 Payroll Period: All unit members shall be paid once per month, payable on the last working day of the month, in accordance with the SMCOE calendar.

- 9.3 Payroll Errors:

9.3.1 Salary Underpayment: Any salary underpayment shall be corrected and a supplemental check issued within 5 (five) work days following the determination that an error was made.

9.3.2 Salary Overpayment: Any salary overpayment shall be corrected by payroll deduction pursuant to Education Code 44042.5.

- 9.4 PERS Reporting of Fractional Months: The District shall accurately report to PERS all fractional months of employment (e.g. August work hours.)

- 9.5 Out Of Class Pay: A unit member who is directed by their immediate supervisor for 1 (one) full day or more, may be temporarily assigned duties and responsibilities of a higher classification. In no case may such a change be in effect without an appropriate change in salary retroactive to the first day of the new assignment. Salary placement for work in a higher classification shall be paid at the lowest step of the higher classification which will result in at least an increase of 5% (five percent) above the unit member's regular pay rate prior to the temporary assignment. An employee's base rate shall not be reduced when temporarily assigned work below the unit member's classification.

Per Ed Code 45110: It is the intent of this section to permit school districts to temporarily work employees outside of their normal duties but in so doing to require that some additional compensation be provided to the employee during such temporary assignments.

- 9.6 Longevity: Unit members who have served in the Millbrae Elementary School District for six (6) consecutive years will be granted a longevity stipend in addition to the regular salary per the following schedule:

ARTICLE 9 SALARY AND COMPENSATION

2.5 percent/month	7 th through 11 th years
5.0 percent/month	12 th through 17 th years
7.5 percent/month	18 th through 24 th year
10.0 percent/month	25 th through 29 th year
12.5 percent/month	30 th year and after

The foregoing stipend will be computed on a straight percentage basis without compounding, and will be effective the first day of the calendar month following the month in which the appropriate service is obtained.

- 9.7 Physical Examination: The District agrees to provide the full cost of any necessary medical examination required as a condition of employment or continued employment. Further, the District reserves the right to have such examination performed by a physician or clinic selected by the District.
- 9.8 Mileage Reimbursement: The District agrees to reimburse any unit member who is required to use the unit member's personal vehicle in the course of employment at the current IRS mileage rate for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the unit member's primary job site after the completion of District business.
- 9.9 Retroactive Salary Increase: Retirees whose employment with the District concludes after the expiration of this contract, or wage reopener, but before ratification of the new agreement, shall be entitled to any improvements to this contract which are agreed to after its expiration. This provision shall apply only to retirees who meet the requirements of Article 11.2.
- 9.10 Employee Salary Data: The District shall provide each employee on an annual basis a copy of the employee's Notification of Assignment from the payroll office, no later than October of the current school year.
- 9.11 Outdoor Education or Overnight Field Trip Stipend: Any classified employee who voluntarily agrees and is approved to assist on a field trip in the Outdoor Education or Overnight Field trip shall receive an incentive stipend of \$150.00 (one hundred fifty dollars) per day in addition to the employee's regular shift pay for actual hours worked.
- 9.12 Hygiene/Medical Stipend: Any Aide whose assignment requires the regular performance of medical/hygiene procedures such as diapering, shall be eligible for a supplementary salary stipend of 5% (five percent) for the duration of those assigned duties.
- 9.13 Bilingual Interpretation and Translation

Employees who are able and willing to use a language other than English to support students and families as part of assigned work, and who are approved by the Superintendent or designee, will receive an additional monthly stipend of \$50 (for a maximum of 10 months, August through May) provided:

- 9.13.1 The employee has demonstrated fluency in the second language;

ARTICLE 9
SALARY AND COMPENSATION

- 9.13.2 The employee's job description does not require the ability to speak a language other than English;
- 9.13.3 The regular use of the language other than English to support students and families is certified by the principal, director, or superintendent, as appropriate; and
- 9.13.4 The stipend is approved by the superintendent or designee in advance.

Employees who have the ability to interpret and/or translate where it is not a requirement of their job classification and they have not been approved for a bilingual stipend, are not required to provide translation services.

ARTICLE 10

SAFETY

- 10.1 The District has adopted an Injury and Illness Prevention Program which addresses workplace safety issues.

Classified unit members shall not be required to work under “unsafe” conditions, as defined by existing regulatory agencies. A unit member of the bargaining unit is required in writing to call to the attention of their immediate supervisor any specific work condition that the unit member believes to be unsafe. The District shall respond in writing to such communications in accordance with its Injury and Illness Prevention Program, including informing the unit member of the District’s contemplated response.

Maintenance and Custodial personnel will be provided back support belts upon request. Unit members who have requested belts will be required to wear them as a condition of employment when lifting and/or moving heavy objects.

The District shall, at the District’s expense, provide unit members whose assigned job duties expose them to health and safety risks, with required protective equipment.

No unit member shall be subject to verbal or written criticism for reporting any unsafe working condition to their immediate supervisor.

The District shall send the report of any Cal-OSHA inspection to the President of the Association.

ARTICLE 11 HEALTH AND WELFARE BENEFITS

11.1 Health and Welfare Benefits: The District shall provide for each regular full-time unit member who is a member of the bargaining unit a fixed dollar amount, as listed in Appendix B attached hereto, which shall be distributed as directed by the unit member to District-approved health and welfare benefits. Members of the bargaining unit working less than full-time shall receive contributions for these benefits on a pro-rata basis in the same relationship to which their assigned hours and months of service bear to the full-time equivalency of eight (8) hours per day, twelve (12) months per year, as set forth on the District health and welfare benefit contribution schedule, Appendix B. Effective July 1, 2023, all unit members employed at .75 or greater are eligible for the full district benefit contribution indicated in 11.1.1.

11.1.1 District Benefit Contribution as of July 1, 2023 towards health, vision and mandatory dental coverage shall be \$1,000.00 for single, two-party and family coverage.

	2022-2023	2023-2024	
Single Coverage	\$855	\$1,000.00	For the 2024-2025 school year, if unit member H&W rates increase to total more than \$1,000.00 the District contribution will adjust to equal the total cost of the lowest single medical, dental and vision plans
Two-Party Coverage	\$855	\$1,000.00	
Family Coverage	\$855	\$1,000.00	

The District contribution shall be the same for single, two-party and family coverage.

This Agreement satisfies bargaining obligations for Health and Welfare for the 2023-2024 and 2024-2025 years.

Should the parties agree to transition out of CalPERS health insurance options, then Article 11 shall be considered re-opened for bargaining as soon as possible.

11.1.2 Unit members who choose not to enroll in District-approved health and vision benefit programs shall not receive any District Benefit Contribution under the provisions of this Article.

11.1.3 Health and welfare benefits shall not be provided to members of the bargaining unit on unpaid leave of absence in excess of thirty (30) calendar days.

11.1.4 Premium balance in excess of District Contribution as provided in this Article must be paid by the unit member by payroll deductions.

ARTICLE 11 HEALTH AND WELFARE BENEFITS

11.2 Early Retirement Incentive: The Millbrae School District agrees to provide for the payment of health and welfare benefits for retired unit members, to be used at their discretion, in the same dollar amount effective at the time of retirement. To qualify for this retirement benefit, the unit member must:

- have ten (10) consecutive years of service as a classified unit member in the Millbrae School District.
- be fifty (50) years of age or older
- be receiving PERS retirement benefits.

This benefit shall be available to a retiree, prorated at their current FTE, for a period of time not to exceed five (5) years at the same dollar amount effective at the time of retirement or for ten (10) years at \$347.00 a month, effective with retirement after June 30, 2005.

11.3 Survivor Benefits for Active Employee: The District agrees to provide for the payment of health and welfare benefits for survivors of active members who become deceased while employed with the

District if the member had obtained the following:

- have ten (10) consecutive years of service as a classified employee in the Millbrae School District,
- be fifty (50) years of age, or older
- qualify for receiving PERS retirement benefits.

After 24 months of District paid coverage, this benefit will continue to be available for a time period not to exceed 12 months at the expense of the survivor.

ARTICLE 12 HOLIDAYS

12.1 Holiday Eligibility: All unit members shall be entitled to paid holidays, provided they are in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period to be paid for the holiday.

12.1.1 Twelve (12) month unit members shall be entitled to 10 paid federal holidays and 6 district-declared paid holidays.

12.1.2 Eleven (11) and ten (10) month unit members shall be entitled to eight (8) paid federal holidays and (6) district-declared holidays.

FEDERAL HOLIDAYS

Independence Day	12 month
Labor Day	10, 11, 12 month
Veteran's Day	10, 11, 12 month
Thanksgiving Day	10, 11, 12 month
Christmas Day	10, 11, 12 month
New Year's Day	10, 11, 12 month
Martin Luther King Day	10, 11, 12 month
Washington's Birthday	10, 11, 12 month
Memorial Day	10, 11, 12 month
Juneteenth	11, 12 month

12.2 Additional Holidays: Shall be any day appointed by the President of the United States, or the Governor of the State, for a public fast, thanksgiving or holiday, or any day declared a holiday by the Board of Trustees for classified unit members. Additional federal holidays will not result in an increase in the unit member's total paid days; rather, the unit member's total work days will be decreased by one for each holiday. This will not have an impact on total compensation.

12.3 Holidays On Saturday or Sunday: When a federal holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

ARTICLE 13

VACATION

- 13.1 Eligibility: All unit members having completed the six (6) month probationary period shall earn paid vacation from their first month of service at the regular rate of pay earned at the time vacation commenced. All unit members working less than forty (40) hours per week shall accrue vacation on a prorated basis. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment. (EC 45197)
- 13.2 Accrued Vacation: Unit members shall accrue vacation, based on years of service with the District, as a fraction of the number of days as set forth in the table below, rounded up to the nearest half day. Ten (10) and Eleven (11) month unit members do not take vacation days because payment for vacation is included in the annual salary calculations and is paid in equal payments throughout the year.

Years Employed	11 and 12 Month Days Accrued Per Year	10 Month Days Accrued per Year
0 - 2	10	8.5
3 - 4	12	10
5 - 8	15	12.5
9	17	14
10 - 11	18	15
12 - 14	19	16
15 - 24	21	17.5
25 - OVER	22	18.5

- 13.3 No vacation leave may be taken during the initial hire probationary period nor may vacation leave be taken before it is earned unless otherwise authorized by Human Resources.

13.4 Vacation Scheduling

- 13.4.1 Annually, no later than December 1, employees must provide a vacation plan to their immediate supervisor for the current fiscal year.

Vacation may be taken, subject to operational requirements and the school calendar, with the approval of the immediate Supervisor(s). If the employee is not satisfied with the Supervisor's decision, the employee may appeal to the Director of Human Resources. Vacation requests submitted to your immediate supervisor less than 2 weeks prior to the start of the vacation will be subject to operational requirements and may not be approved.

Annually, in April, the District will verify current vacation balances and work with the unit member to ensure that all vacation time (except for an optional 10-day maximum carryover, Section 13.6) is scheduled and taken prior to June 30.

- 13.4.2 Employees earning twenty-one days or more of vacation per year may elect to cash out up to five (5) days of accrued vacation per year.

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VACATION

- 13.4.3 If, for any reason beyond the control of the unit member, a unit member is denied or is unable to take all of a scheduled vacation in any year, the unit member shall suffer no reduction in the number of paid vacation days due, and the unit member may request to carry over all unused vacation days to the following fiscal year and must be expended within 6 (six) months into the new fiscal year. The unused vacation days may, at the option of the District, be paid in cash if not carried over.
- 13.4.4 If two (2) or more unit members with the same department request identical vacation schedules, the unit member with the greatest seniority within that classification in the department shall be given their choice of vacation schedule. When a unit member with the greatest seniority at a given site and within a given job classification receives their choice of vacation, all other vacations at the unit member's site and within the job category shall be scheduled in descending order of seniority.
- 13.5 Holidays within a vacation period shall be paid as holidays and shall not count as vacation days.
- 13.6 Vacation Carryover: Earned vacation time is encouraged to be used no later than June 30th of the year in which it was earned. However, members can opt to carryover up to ten (10) days of vacation from one fiscal year to the next. Days that are carried over must be used within the first six (6) months of the new fiscal year. This notice of intent to carryover must be submitted by the unit member to the Human Resources Department no later than April 1 along with an updated vacation plan to expend the carryover in the first six (6) months of the new fiscal year. In the event that a unit member is unable to submit this notice of intent to carryover by April 1, the unit member can file a request with the Director of Human Resources for consideration.
- 13.7 Interruption Of Vacation: A unit member shall be permitted to interrupt or terminate an approved vacation in order to begin paid leave provided for in this Agreement without a return to active service, provided the unit member supplies notice and supporting documentation regarding the basis for the interruption or termination. The employer reserves the right to request and receive additional documentation verifying the necessity of the interruption or termination. If such documentation is not provided within fifteen (15) work days, the unit member's vacation shall be adjusted to deduct the days of claimed interruption or termination.
- 13.8 Vacation Pay Upon Termination: When a unit member who has completed the six (6) month probationary period is terminated for any reason, the unit member shall be entitled to all vacation pay accrued and not used, up to and including the effective date of the termination.

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- 14.1 Bereavement Leave: Upon the death of any member of a unit member's immediate family, the unit member is entitled to a paid, job-protected bereavement leave (CA Govt. Code 12945.7) not to exceed five (5) days on account of death of any member of their immediate family. The amount of such leave will be determined by the Superintendent or designee and will not be deducted from the unit member's sick leave or other leave granted by the District.
- 14.1.1 Members of the "immediate family" means any spouse, domestic partner, mother (step-mother, mother-in-law), father (stepfather, father-in-law), daughter (step-daughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather (grandparents-in-law), granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle (aunts/uncles-in-law) and any person living in the household of the unit member. (Ed Code 44985)
- 14.1.2 Beginning Jan. 1 2023, to be eligible for bereavement leave an employee must have been employed at least 30 days before taking the leave.
- 14.1.3 If the District requests documentation of the death, you are required to provide it. You are not required to provide such documentation before you begin your leave, instead you must provide it within 30 days of the first day of your bereavement leave.
- 14.1.3.1 Acceptable documentation may be in the form of:
- a death certificate
 - obituary
 - written verification of death
 - burial or memorial service from the mortuary, funeral home, crematorium, religious institution or government agency
- 14.1.3.2 Bereavement leave must be completed during the 3 (three) months after the death of the person whom you are taking the leave unless permitted by Superintendent or designee.
- 14.1.4 Additional Bereavement Leave: Up to three (3) days, to be deducted from sick leave, may be used for bereavement leave including that for persons other than members of the immediate family, as per Article 14.9.1(a) Personal Necessity Leave.
- 14.2 Jury Duty: Unit members may be absent from duty to serve as jurors or court witnesses pursuant to subpoena without loss of pay. Fees paid the unit member for such purposes, excluding meals, travel, and parking expenses, shall be endorsed to the District.
- 14.2.1 Unit members, upon being served notice for jury duty from officers of the court, must notify their immediate supervisor of such notice.
- 14.2.2 Unit members are required to return to work during any day on which jury duty

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services are not required. The District will require verification of jury duty.

- 14.3 Military Leave: A unit member shall be entitled to military leave as provided for in law and shall retain all rights and privileges granted by law arising out of the use of military leave.
- 14.4 Court Appearance Leave: When a unit member is subpoenaed as a witness in a case involving the school district, they will have time off for appearance in court without loss of pay.
- 14.5 All probationary and permanent full-time employees shall accumulate sick leave at the rate of one (1) working day per month, and part-time employees shall accumulate sick leave on the basis of hours worked in proportion to the full-time forty (40) hours per week which is worked regularly.
- 14.5.1 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness. Credit for leave of absence need not be accrued prior to taking such leave by the unit member and such leave of absence may be taken at any time during the year.
- 14.5.2 However, a probationary unit member of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 14.5.3 If a unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 14.5.4 Pregnancy disability shall be treated as an illness for the purpose of sick leave.
- 14.5.5 The unit member may convert unused sick leave to Retirement Credit in accordance with existing legislation if the unit member is filing a request for retirement.
- 14.5.6 A unit member is required to report absences as soon as practicable but no less than one hour prior to their start time using the District's absence management system. It is the professional responsibility of each employee to enter their own absence unless emergency or unforeseen circumstances preclude them from doing so.
- 14.5.7 Members of the bargaining unit requesting paid illness or injury leave for a period of more than three (3) days may be required, at the discretion of the Human Resources Department, to provide medical statements on physician's letterhead, signed by a physician, with any medical cost to be borne by the unit member. Medical statements must be submitted to the Human Resources Department.
- 14.5.8 Members of the bargaining unit absent due to surgery, serious injury, or illness who are absent for at least five (5) days, shall be required to submit a medical release to the Human Resources Department prior to being permitted to return to work.
- 14.5.9 Members of the bargaining unit shall be required to submit to medical examinations,

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at District expense, at the discretion of the District.

14.6 Industrial Accident and Illness Leave:

- 14.6.1 A unit member shall be entitled to an industrial accident or illness leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall commence on the first day of absence and shall not be accumulated from year to year, and when any leave overlaps a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 14.6.2 Payment for wages lost on any day shall not, when added to an award granted to the unit member under the Workers' Compensation laws of this state, exceed the normal wage for the day.
- 14.6.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave shall then be used. If, however, a unit member is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, the unit member shall be entitled to use only so much of the unit member's accumulated and available normal sick leave and vacation leave which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
- 14.6.4 Any time a unit member on industrial accident or illness leave is able to return to work, the unit member shall be reinstated in the unit member's original position without any loss of employment status or benefits.
- 14.6.5 Industrial injuries shall be reported within twenty-four (24) hours to both the immediate supervisor of the employee and Company Nurse (telephone triage hotline).
- 14.6.6 Serious accidents or accidents requiring immediate hospitalization shall be reported immediately by telephone to the business office.

14.7 Entitlement To Other Sick Leave:

- 14.7.1 Extended Sick Leave: In alignment with Ed Code Section 45196, a unit member who is absent from duty because of illness or accident for a period beyond the member's accrued sick leave shall be granted extended sick leave. Each year, each regular unit member shall be credited with one hundred (100) working days of paid leave for personal illness or accident, including current year and accumulated days of leave. When current year and accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at 50% of the employee's regular salary, less any voluntary or required payroll deductions. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited

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and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled.

14.7.2 In the event of a scheduled disability (surgery, childbirth, etc.) the unit member shall notify Human Resources in writing of the anticipated absence as soon as possible. Such notification shall include the anticipated beginning date of leave and the anticipated date for return to duty. Whenever possible, such notification shall be provided at least thirty (30) working days prior to the scheduled disability.

14.7.3 If at the conclusion of all leaves of absence, paid or unpaid, due to industrial or non-industrial illness, or injury, the employee is unable to assume the duties of their position with or without reasonable accommodation, they shall be placed on a reemployment list for a period of thirty-nine (39) months. If at any time during the prescribed 39 months, the employee is able to assume the duties of his or her position, the employee shall be reemployed in the first vacancy in the classification of their previous assignment. The reemployment offer will be made to the unit member at the unit member's last known address.

14.8 Break In Service:

14.8.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

14.8.2 Upon return, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months except that during such time the individual will not accrue vacation, sick leave, holidays, salary progression or other leave benefits. For purposes of salary progression, a classified employee must have worked a minimum of 75% (seventy five percent) of their individual work calendar.

14.9 Personal Necessity Leave:

14.9.1 All unit members are entitled to use seven (7) days of Personal Necessity Leave, earned in Section 14.5, Illness or Injury Leave, which may be used at the unit member's election for the purposes identified below. Days used under this section will be deducted from earned sick leave.

The site administrator will be given advance notice of the leave, including duration, to the extent that emergencies or circumstances beyond the unit member's control do not preclude such notice. Days used under this section will be deducted from the unit member's earned sick leave balance.

- a) Death (additional bereavement leave), illness or post-pregnancy care of a member of the unit member's immediate family, as defined in section 14.1.1

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- b) Accident involving the unit member's person or property, or the person or property of his/her immediate family.
- c) Appearance in court as a litigant, or witness under subpoena or any official order.
- d) A unit member may use up to seven (7) days of personal necessity leave for reasons of personal business which cannot be carried out at times other than the regular workday. For purposes of pre-approval, the unit member shall only be required to state "personal business necessity" as the reason for requesting such leave, except as required below. Unit members shall give as much advance notice as possible when taking such leave.

Employees shall be required to provide reasons (beyond "personal necessity") to their immediate supervisor when a leave is requested for the following circumstances:

- 1. Day before or after a holiday or vacation period (including summer recess)
- 2. Travel time prior to and after holiday vacation periods (including summer recess)
- 3. Professional Learning days
- 4. Requests for three (3) or more consecutive days

Failure to obtain prior authorization shall result in unpaid status for the aforementioned days. Unit members shall be permitted to appeal to Human Resources if request is denied.

- e) Imminent danger to a unit member's property.
- f) Religious observance
- g) Child Activities, pursuant to Labor Code 230. This includes:
 - 1. Finding, enrolling, or re-enrolling the unit member's child in a school or with a licensed childcare provider to participate in activities of the school or licensed care provider.
 - 2. Addressing a school or childcare emergency.

14.9.2 Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

14.9.3 Unit members are entitled to three (3) days, not to be taken consecutively for personal leave per school year. Days utilized for personal leave will be deducted from sick leave.

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- 14.9.4 In unusual circumstances, the Superintendent may grant extended personal necessity leave, not to exceed earned sick leave, beyond the seven (7) day maximum.
- 14.10 Family Care Leave: A unit member shall be permitted to use an amount not less than the sick leave that would be accrued during six months to attend to an illness of a child, parent, spouse of the unit member, or any other relative allowed under Labor Code Section 233. This section does not extend the maximum period of leave to which a unit member is entitled under the federal Family and Medical Leave Act. This leave shall be exclusive of days granted under Personal Necessity Leave.
- 14.10.1 A unit member may use paid sick days if they are a victim of domestic violence, sexual assault, or stalking, pursuant to Labor Code Section 246.5.
- 14.11 Family Medical Leave: Unit members who have completed one (1) year of District service and who have worked at least 1,250 hours during the last 12 months for the District shall have the right to request unpaid leave of absence for up to twelve (12) weeks of service within a twelve (12) month period for the purpose of caring for a parent, child or spouse who has a serious health condition, or for child-rearing within a twelve-month period commencing with the date of birth, adoption or foster placement of the child, or for the unit member's serious health condition that makes him/her unable to perform the functions of his/her position. This leave shall run concurrently with existing leave provided pursuant to this article and pursuant to the Education Code. This leave is granted pursuant to state and federal law, specifically, the federal Family and Medical Leave Act of 1993 ("FMLA") (29 USC 2654, its implementing regulations (29 CFR Part 825), and Government Code sections 12945 and 12945.2. It is the intent of the parties that this section and its subsections be interpreted in accordance with these laws. This section of the contract may be reopened at the request of either party when the state and federal family leave laws have been reconciled through additional state legislation and adoption of final federal and state regulations.
- 14.11.1 There is no carry-over of unused family leave from one 12-month period to the next 12-month period.
- 14.11.2 "Parent" means a biological, foster, or adoptive parent, a step parent, or a legal guardian, but does not include a parent-in-law or grandparent. "Child" means a biological, adopted, or foster son or daughter, a stepson or a stepdaughter, a legal ward, or a son or daughter of a person standing in loco parentis who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.
- 14.11.3 Family care leave for the purpose of caring for a seriously ill child is available only if the unit member certifies that the child's other parent is not unemployed and the child's other parent will not be taking family care leave during the same period of time or that the child's other parent is unavailable or unable to care for the child.
- 14.11.4 The unit member shall provide reasonable advance notice to the District of the need for a family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30)

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days prior to the date a leave is to begin, the unit member must provide at least thirty (30) days' written advance notice.

14.11.5 If verification is required by the District to verify the serious illness of the child, spouse, parent, or unit member, the District will accept medical verification by a treating health professional as defined by Government Code section 12945.2 (c) (5) (a) and/or the FMLA, including a physician, surgeon, or osteopathic physician or surgeon duly licensed in California or another state or jurisdiction who directly treats or supervises the treatment of the serious health condition.

14.11.6 "Serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves either of the following:

- (a) Inpatient care in a hospital, hospice, or residential health care facility;
- (b) Continuing treatment or continuing supervision by a health care provider.

Examples of serious health conditions include: Cancer, heart attacks, strokes, severe respiratory conditions, spinal injuries, emphysema, severe arthritis, severe nervous disorders, and Alzheimer's.

14.11.7 Family care leave is an unpaid leave of absence. The unit member shall be entitled to the regular District contribution toward health benefits during the 12 weeks of the otherwise unpaid leave. If a unit member exhausts any form of paid leave during the period of FMLA leave as permitted or required under the provisions of Article 14, his/her entitlement to 12 weeks of FMLA leave shall be reduced by the amount of leave he/she exhausts.

- a) The Employer may require unit members to use vacation during family care leave for purposes other than the unit member's own serious illness or injury. When accrued vacation is exhausted, the balance of the leave is unpaid.
- b) In the case of FMLA leave taken on account of the unit member's own serious illness or injury, all leaves to which the unit member is entitled under 14.4, Illness or Injury Leave and 14.6, Entitlement To Other Sick Leave shall run concurrently with the 12 weeks of FMLA leave.

14.12 Personal Business Leave: Each unit member shall have one (1) day of paid personal business leave to be used at the discretion of the unit member. It is the unit member's responsibility to notify the District, in advance, of his/her intent to take this leave. All unit members who work less than full time shall receive a pro rata amount of such leave time. This leave is not accumulated from year to year.

14.13 General Leaves: When no other leaves are available, a permanent unit member may apply before February 1 for a general leave of absence with or without pay on any terms acceptable to the District and the unit member.

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The request must be approved by the Superintendent and the Board of Trustees.

A unit member who secures other employment under contract with a public or private educational institution during a leave granted under this Article, shall notify the District, in writing, immediately. Upon receipt of such notice, the District may, in its discretion, terminate the leave immediately.

A unit member who has been granted a leave of absence for personal reasons must return to work no earlier than the first day following the last day of leave specified in the written request.

- 14.14 Child Bonding Leave: In accordance with 45196.1 of the Education Code, unit members may elect to utilize up to twelve workweeks of child bonding leave, occasioned by the birth, adoption or fostering of a child, as provided under the applicable provisions of the CFRA.

Unit members shall be permitted to utilize accrued Illness and Injury Leave, and upon its exhaustion any remaining Extended Sick leave for this purpose. If the unit member has exhausted the leaves described above, they shall continue to earn 50% pay during the remaining portion of the twelve work week period of Leave.

- 14.14.1 This period of Child Bonding leave shall proportionally reduce a unit member's annual entitlement, if any, to CFRA and FMLA leaves.
- 14.14.2 For mothers, the twelve-week child bonding leave shall commence no sooner than, at the conclusion of any pregnancy disability leave.
- 14.14.3 For non-birthing parents and legal guardians, the twelve-week child bonding leave shall commence on the first day chosen by the unit member to begin such leave.
- 14.14.4 Child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child.
- 14.14.5 Unit members must provide the District with at least thirty-day notice of intent to take child bonding leave, except in the case of emergency.
- 14.14.6 In order to qualify for Leave under this section, unit members must have completed one-year (twelve-months) of service for the District, but are NOT required to have at least 1,250 hours of service during the previous one-year (twelve-month) period.

14.15 Catastrophic Sick Leave

- 14.15.1 Purpose: The purpose of catastrophic sick leave is to provide qualified unit members with continued income when absent due to non-industrial accident or non-industrial illness which continues beyond all vacation, compensatory time, sick leave, personal leave, and all other paid leaves available to the unit member, or when catastrophic illness or injury incapacitates a member of the unit member's family, which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off

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work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other benefits allowed by law.

- 14.15.2 Catastrophic Leave Request: Any permanent unit member who exhausts all income entitlement from the District and who is or will be absent for the same non-industrial illness or injury may make a written request to the District for donation from the sick leave bank of additional paid sick leave in order to continue income entitlement from the District.
- 14.15.3 Eligibility Criteria: A recipient of catastrophic leave donations must meet all of the following criteria:
- a) Participation in the Catastrophic Leave program shall be voluntary, but permitted for all permanent CSEA employees who are eligible for extended sick leave benefits.
 - b) Exhaust paid leave for vacation, compensatory time, sick leave, personal leave, and all other paid leaves available to the unit member with the exception of extended illness leave.
 - c) Unit member suffers catastrophic illness or injury which precludes return to work for a prolonged period. Such illnesses or injuries include, but are not limited to: stroke, kidney failure, heart attack, cancer, AIDS, other life threatening diseases, recovery from major surgery, or incapacitation as a result of severe automobile or other accident and recovery therefrom.
 - d) Or, a catastrophic illness or injury incapacitates a member of the unit member's family which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other benefits allowed by law.
 - e) Employee must be a member of the Sick Leave Bank before requesting sick leave credits, and have donated previously to the Sick Leave Bank.
 - f) Provide verification of catastrophic illness to the District, which must come in the form of a written medical statement from the attending physician, indicating the incapacitating nature and probable duration of the illness.
- 14.15.4 Request and Verification Process: A unit member shall submit a written request to receive donations of sick leave under this program. The request shall be submitted to the Personnel Department and CSEA President on the District form (Appendix G) and the District will verify that the employee has met the eligibility criteria. If the unit member is incapacitated, this form may be completed by an immediate family

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member or other authorized person acting at the request of the unit member. If the unit member is in a coma, the bargaining unit may act on unit member's behalf to make the request to authorize a family member or other person to act for the unit member. A physician or other person authorized under the healing arts status must provide written verification of the catastrophic illness or injury and a prognosis.

If indicated by proper medical authority that a unit member will have physical or mental limitations precluding the ability to return to work in the classification to which assigned, the unit member, if eligible, shall make application to the Public Employees' Retirement System for disability retirement prior to approval for use of donated leave.

14.15.5 Sick Leave Bank Donations

1. Unit members may contribute one day of sick leave irrespective of their leave balance. However, unit members may only contribute more than one and up to a maximum of five (5) days if the donation would not cause the employee to fall below ten (10) days in any one school year based on each individual's regular work day. The donation is irrevocable.
2. Donations to the Bank shall be recorded in hours.
3. Withdrawal from the Bank shall be in full days and shall be charged against the Bank in hours, based on the applicant's regular work day.
4. Days shall be paid at the applicant's then current rate of pay.
5. In order to withdraw hours from the bank, that employee will have had to have made a contribution to the bank prior to submitting their request to receive donations.

14.15.6 In September, the District shall furnish the CSEA Chapter President with a statement detailing the total number of hours in the Sick Leave Bank at the beginning and end of the statement period and all donations and withdrawals which transpired during that period. The District shall also furnish an updated list of all members of the Sick Leave Bank.

14.15.7 Employees may not donate to the Sick Leave Bank at the time of separation.

14.15.8 General Provisions

14.15.8.1 Absence due to a job related illness or injury shall be excluded from catastrophic leave.

14.15.8.2 Unit members who are receiving full salary from donated leave shall continue to earn the vacation and sick leave to which they are normally

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entitled. Earned leave from the unit member's account shall be exhausted as it is earned. After exhaustion of such leave, the unit member shall return to use of donated leave from Sick Leave Bank provided donated leave has not previously been exhausted.

- 14.15.8.3 Sick Leave Bank must be used concurrently with the extended illness leave benefit. Employees who receive donated sick leave shall be paid at 100% (50% extended sick leave and 50% from the Sick Leave Bank). Payment from donated Sick Leave Bank shall not, when added to extended sick leave pay, exceed normal wages for the day.
- 14.15.8.4 All new hired employees may donate 1 (one) day upon reaching permanent status for eligibility. 10 (ten) month employees who reach permanent status during the summer break will be given an extension until open enrollment. Annual open enrollment shall coincide with open enrollment for Health and Welfare benefits. CSEA may also solicit requests for donations to the bank any time the Sick Leave Bank falls below 100 (one hundred) hours.
- 14.15.8.5 All donations to the bank are general donations and cannot be donated to a specific employee.
- 14.15.8.6 The maximum amount of time for which donated sick leave credits may be used is 12 (twelve) months for any one catastrophic illness.
- 14.15.8.7 This Catastrophic Leave program may not be used if the employee applies for or has purchased any other benefit or disability insurance program or income protection program either public or private unless the total benefit is less than 100% (one hundred) of the employee's base salary. Employees having any additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.
- 14.15.8.8 Conditions of illnesses resulting from commission of a felony are not eligible to be covered through the catastrophic leave bank.
- 14.15.9 Continued Leave: If, after the exhaustion of all income entitlement from earned leave, donated leaves and extended sick leave, the unit member is still unable to return to work, he or she may request an extended leave in accordance with the master contract.
- 14.15.10 Conclusion: The unit member's use of donated leave shall cease when any of the following occur:
 - a) Return to work.
 - b) Resignation for any reason, including retirement.

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- c) Death of the unit member.
- d) Exhaustion of all leave donated for the unit member's use. If, as a result of the original request, enough leave was not donated to cover the unit member's absences, a new request form may be submitted by the unit member following the same guidelines as the original request, but cannot exceed a maximum of 12 (twelve) months.

14.15.11 Sick Leave Credits: Sick leave credits may only be contributed during an open enrollment period specified by the Association. Unit members who do not contribute during an open enrollment period may not participate in the leave bank program, and may not contribute until the next open enrollment period as determined by the Association. Newly hired unit members who have not less than 5 (five) days of sick leave credit transferred from a previous school employer pursuant to Education Code section 45202 may contribute to the leave bank within their first 30 (thirty) days of employment. Contributions of sick leave credits are irrevocable and shall be in full days only.

14.15.12 An Association Committee comprised of three (3) representatives and an alternate will administer the provisions of this leave bank, referred to as "CSEA Catastrophic Leave Committee."

The Committee will determine the number of days to be granted, if any, considering such factors as the anticipated duration of the illness, and previous use of sick leave and catastrophic leave.

The Committee will establish procedures for requesting and donating sick leave credits and will act prudently to ensure that a sufficient number of days are in the leave bank to meet anticipated needs.

The Committee will approve and designate appropriate forms for donating and requesting catastrophic leave credits and be bound by appropriate rules of confidentiality.

14.15.13 Miscellaneous

- a) Unit members receiving workers' compensation benefits for industrial illness/injury will not be entitled to use the leave bank.
- b) Approval or denial of leave bank requests will be final and not subject to the provisions of Article X Grievance Procedure.
- c) District paid health and welfare benefits will continue while any unit member is using leave bank days.

14.15.14 Continued Leave: If, after the exhaustion of all income entitlement from earned leave, donated leaves and extended sick leave, the unit member is still unable to

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return to work, he or she may request an extended leave in accordance with Article 14.

- 14.15.15 The parties acknowledge that this is a new Sick Leave Bank. The Sick Leave Bank will be constituted with 160 hours effective upon ratification of this Agreement. However, unit members must donate prospectively to participate during the next open enrollment.

ARTICLE 15 PROMOTION

- 15.1 First Consideration: Permanent unit members in the bargaining unit shall be given first consideration for filling any job vacancy after the announcement of the position vacancy. A position will be deemed a promotion for a unit member only if it requires placing the individual in a higher classification and the job specification requires more advanced skills.
- 15.2 Posting Of Notice:
- 15.2.1 Notice of all job vacancies shall be posted on designated bulletin boards at each District job site.
- 15.2.2 The job vacancy notice shall remain posted for a period of five (5) working days, during which time unit members may apply for the promotion. A unit member who is on paid, unpaid leave, vacation, or layoff during the period of the posting shall be mailed a copy of the notice by first class mail to the local current address listed in the personnel office on the date the position is posted.
- 15.3 Notice Contents: The promotion notice shall include: the job title, job description, the assigned job site(s), the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, testing date, application deadline and web link to the job posting.
- 15.4 Filing: Any permanent unit member in the bargaining unit may apply for the promotion by completing and submitting the district application as outlined in the Posting of Notice. Applicants will only be accepted using the District's Promotion Form or current employment and applicant tracking system. Any unit member on paid, unpaid leave, vacation or layoff will receive a filing notice in accordance with Article 15.2.2.
- 15.5 Promotional Order: Any permanent unit member in the bargaining unit, who successfully applies within the required timeframe and meets the qualifications and specifications of the job description, will be granted an interview. The CSEA Executive Board shall select one (1) CSEA member within the same class if possible, to the interview committee for all CSEA bargaining unit vacancies. Final determination will be made by the interview panel, in alignment with current board policy.
- If a promotion is denied and the unit member requests the reasons for the denial, the appropriate administrator will meet and discuss the specific reason(s) for denial. If the employee requests, the specific reason(s) for the denial of the promotion will be put into writing. The Superintendent or designee will make the final decision.
- 15.6 Promotional Probation: If a permanent employee is promoted to a higher classification, the employee shall be probationary in the new classification for a period of six (6) months. A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be restored to the position from which he or she was promoted or a similar position within the District, based on need, as determined mutually by CSEA and the District. In the event a mutual agreement cannot be reached, the placement shall be determined by the Superintendent or designee.

ARTICLE 15 PROMOTION

15.6.1 Article 15.6 does not supersede Article 16.7, Involuntary Transfer.

15.7 Promotional Salary Placement: When a permanent unit member is promoted, salary placement will result in at least a one (1) range increase above the salary schedule of the position held prior to promotion. The promotional salary shall result in an increase of no less than two and one half percent (2 ½%).

ARTICLE 16 TRANSFER

- 16.1 Definition of Transfer: A transfer is an action of the District which results in the movement between schools or job sites of a bargaining unit member into another position within the same class.
- 16.2 Unit Members District Employees: Bargaining unit members are employed for the District rather than for a particular location or school. Probationary employees shall not be considered for employee initiated transfers.
- 16.3 Definition of Class: "Class" is any group of positions sufficiently similar in duties, responsibilities and authority with the same title, minimum qualifications and salary range as designated for all positions in a class.
- 16.4 Initiation of Transfer: A transfer shall be initiated by the unit member or the District.
- 16.5 Posting Procedure: All transfers shall be considered on the basis of the needs of the District which shall include, but not be limited to, the welfare of the pupils and the training and special skill of employees.

When a new position is created or an existing position becomes vacant, the District shall give first consideration to current employees. All vacancies shall be posted by the District for not less than five (5) working days at all work locations prior to being filled. The job vacancy notice shall include: job title, number of hours per day, regular assigned work shift time, days per week, and months per year assigned to the position. A copy of the notice of a vacancy shall be provided to CSEA. Any employee may apply for a vacant position by filing a written Transfer Form (Appendix F) with Human Resources. The internal candidates will be reviewed, and the internal review and interview process will be completed before the district interviews external candidates.

- 16.6 Voluntary Transfer: Permanent bargaining unit members who meet the qualifications, shall be given first consideration and may request a transfer upon notification of a district vacancy. A request for transfer by an employee shall not jeopardize the current assignment. If the job site of the vacancy is not posted, then unit members may inquire with Human Resources and be provided with the location of the vacancy. The employee may, at any time, in writing, withdraw the transfer request prior to official confirmation of the voluntary transfer approval. All unit members filing for any vacancy for which they meet the qualifications, shall meet with the site administrator and department supervisor to discuss the specifications and requirements of the position. After the meeting, the site supervisor shall make a recommendation regarding the approval of the transfer.

All other conditions being equal, length of service within the same class shall be determinative only as a tiebreaker.

- 16.6.1 If a voluntary transfer request is denied and the unit member requests reasons for the denial, the appropriate administrator will meet and discuss the specific reasons for denial. If the employee requests, the specific reason(s) for the denial of the transfer shall be put into writing. The Superintendent or designee will make a final decision.

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16.7 Involuntary Transfer:

16.7.1 Permanent Transfer:

- a) The Superintendent or designee may involuntarily transfer an employee on a permanent basis for a period of time longer than six months or beyond the end of the fiscal year when in the Superintendent's judgment, the transfer is necessary for the efficient operation of the District.
- b) An employee shall be advised by written notice of any proposed permanent involuntary transfer as soon as this information is known with a reasonable degree of certainty by the District, no less than fifteen (15) working days prior to implementation. In the event an emergency transfer becomes permanent, time served in the emergency capacity will be retroactively applied to the 15 day notification and the employee shall be informed if there are available options. The written notice shall state the reason(s) for the proposed transfer, effective date of transfer, and shall inform the unit member of the unit member's right of appeal directly to the Superintendent or designee. This provision shall not be applicable to transfer initiated as a result of layoff or bumping procedures available to classified bargaining unit members.
- c) If requested by the employee, a conference shall be held between the employee and the Superintendent or designee prior to the actual involuntary transfer.

16.7.2 Emergency Transfer: When an emergency situation exists, an employee may be temporarily transferred by administrative action. When the emergency has ended, the employee shall be returned to their original assignment and job site. Thereafter, the vacancy shall be filled permanently in accordance with the provisions of this Article. A temporary assignment hereunder shall not last beyond six (6) months or the end of the fiscal year, whichever comes earlier. In cases where such emergency transfer causes undue hardship to the employee, the District shall meet with the employee and CSEA as soon as practicable within five (5) working days of a request to meet.

ARTICLE 17 LAYOFF AND REEMPLOYMENT

- 17.1 Provisions: The provisions of this Article shall govern the layoff of all permanent members of the classified service.
- 17.2 Procedures: If layoffs are unavoidable, the District will meet with the CSEA president to review the affected positions. The Human Resources Department will meet with the affected unit members prior to making recommendations to the Board of Trustees.
- 17.3 Notice of Layoff: The District shall notify the affected permanent unit members in writing of any layoffs via certified mail no later than March 15th. The notice shall specify the reason for the layoff and identify by name and classification the unit members designated for layoff and shall advise the member of their right to an administrative hearing in accordance with Education Code 45117.
- 17.4 Unit Member Rights: Unit members in the bargaining unit shall have the following rights in the event of layoff for lack of work or lack of funds.
- 17.4.1 Order of Layoff: Any layoff shall be effected within a class. The order of layoff shall be based on length of service within the class, plus higher classes. The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first. "Length of service" means all hours in a paid status, but does not include any hours compensated solely on an overtime basis.
- 17.4.2 Bumping: A permanent unit member in the unit who is laid off from a class, and who has previous service in an equal or lower class, shall have the right to bump a unit member with less seniority
- 17.4.2.1 Seniority: Seniority shall include the total of the previous service in the class from which layoff occurs and in higher classes.
- 17.4.2.2 Equal Classes (Maintenance & Operations): Seniority for Maintenance & Operations unit members only shall include the total of previous service in equal classes plus service in the class in which layoff occurs, and in higher classes.
- 17.4.2.3 Layoff In Lieu Of Bumping: A unit member who elects a layoff in lieu of bumping maintains his/her bumping rights.
- 17.4.3 Voluntary Demotion Or Transfer: A permanent unit member who will suffer a layoff for lack of work or funds despite his/her bumping rights may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, provided that the unit member is qualified to perform the duties thereof, and provided further that the Board of Trustees approved the voluntary demotion.
- 17.5 Procedures: In the event of layoffs of permanent unit members in the bargaining unit, the following procedures shall be utilized:

ARTICLE 17 LAYOFF AND REEMPLOYMENT

- 17.5.1 Order of Layoff: When unit members are laid off for lack of work or lack of funds, layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The unit member who has been employed the shortest time in the class, plus higher classes, shall be considered to have the least seniority and, therefore, shall be laid off first. Seniority shall be based on the number of hours a unit member has been in a paid status in the class, plus higher classes, plus years of service prior to July 1, 1971.
- 17.5.2 Reemployment List: The names of permanent and probationary unit members thus laid off shall be placed upon the reemployment list for the class from which they were laid off. Names on the reemployment list shall be in the relative order of seniority.
- 17.5.3 Short-Term Employees: A short-term unit member may be laid off at the completion of the assignment without regard to the procedure set forth in this regulation.
- 17.5.4 Reemployment Rights: Laid off unit members are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be employed in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment, defined or undefined, in this Article. In addition, they shall have the right to apply for promotional positions within the Promotional Article of this Contract and use their seniority therein for a period of thirty-nine (39) months following layoff. A unit member on a reemployment list shall be notified of promotional opportunities.
- 17.5.5 Voluntary Demotion Or Voluntary Reduction In Hours: Regular unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and they shall be ranked in accordance with their seniority on any valid reemployment list and shall retain eligibility to be considered for reemployment for an additional 24 months.
- 17.5.6 Retirement In Lieu Of Layoff: Regular unit members in the bargaining unit who have been employed at least five (5) years under Public Employees Retirement System and are fifty (50) years of age or older may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such unit members shall, prior to the effective date of the proposed layoff, complete and submit a form to the Public Employees Retirement System provided by the payroll department for this purpose. The unit member shall then be placed on a thirty-nine (39) month reemployment list in accordance with this Article. The District agrees that when an offer of employment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the retired person shall be allowed sufficient time to terminate his or her retired status with Public Employees Retirement System.
- 17.5.7 Seniority Roster: The District shall establish and maintain a seniority roster indicating a unit member's hire date and class seniority. Such rosters shall be available to the unit member organization through the personnel office of the District.

ARTICLE 17 LAYOFF AND REEMPLOYMENT

- 17.5.8 Notification Of Reemployment Opening: A unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the unit member.
- 17.5.9 Unit Member Notification To District: A regular unit member shall notify the District of his/her intent to accept or refuse reemployment within ten (10) working days following the mailing of the reemployment notice. If the unit member accepts the reemployment, the unit member must report to work within thirty (30) working days following the mailing of the reemployment notice. A unit member given notice of reemployment need not accept the reemployment to maintain the unit member's eligibility on the reemployment list, provided the unit member notifies the personnel office in writing within five (5) working days from receipt of the reemployment notice; however, after two (2) refusals, his/her name will be removed from the reemployment list. Failure to respond within ten (10) working days shall be considered a refusal.
- 17.5.10 Reemployment Class Placement: Unit members shall be re-employed in the highest rated job classification available in accordance with their length of service in the class from which they were laid off, plus higher classes. Unit members who accept a position lower than their former class shall retain their original thirty-nine (39) month rights to the higher positions.
- 17.5.11 Improper Layoff: Any unit member who is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.
- 17.6 Specially Funded Program: When a specially funded program expires and classified positions must be eliminated at the end of any school year and classified unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of the school year shall be given written notice on or before May 29, informing them of the layoff effective at the end of the school year and of their displacement and re-employment rights. If the termination date of the specially funded program is other than June 30, the notice shall be given not less than sixty (60) days before the effective date of the layoff. (Education Code 45117(a))

ARTICLE 18
ABOLITION OF POSITIONS

- 18.1 Abolition Of A Position Or Class Of Positions: The District Superintendent shall meet for discussion purposes with a representative(s) of CSEA, if the District proposes to dismiss permanent unit members and/or abolish positions due to lack of funds. This meeting shall take place at least thirty (30) days prior to the time such action is to be taken.

ARTICLE 19

CONTRACTING AND BARGAINING UNIT WORK

- 19.1 Contracting Of Work: The District agrees that it will not contract out work which has been customarily and routinely performed by unit members in the bargaining unit covered by this Agreement. The District reserves the right to enter into agreements with other public and/or private agencies for the purpose of accomplishing necessary work, as determined by the District. Nothing stated herein precludes the District from exercising the provision contained in Paragraph 4.3 of District Rights, Article 4.
- 19.2 Necessary Skills and Equipment: The District reserves the right to determine if the unit members have the skills and the District has the equipment necessary to perform needed work. If unit member skills and equipment are not adequate, work will be contracted out.
- 19.3 Unforeseen Contingencies: If as a result of natural disaster, vandalism, absenteeism, arson and non-arson fires, or other unforeseen contingencies, and if the unit members of the unit are not able to perform required work resulting from one or a combination of the above, the District reserves the right to contract out such work.

Negotiations of this Article during re-openers shall not be considered as a re-opener for either party.

ARTICLE 20

GRIEVANCE PROCEDURE

20.1 Definitions:

20.1.1 A “grievance” is a written allegation of a violation, misinterpretation or misapplication of the specific terms of this Agreement. “Grievance” does not include:

20.1.1.1 Any proceeding for discipline or discharge of unit members

20.1.1.2 Any attempt to alter or amend this Agreement by the filing of a grievance;

20.1.1.3 Any proposal for expenditure of capital funds;

20.1.1.4 The decision to lay off;

20.1.1.5 The content of evaluation of unit members (as opposed to alleged violation, misinterpretation or misapplication of procedural matters.)

20.1.2 A “grievant” is a unit member or group of unit members, covered by the terms of this Agreement with the same complaint, or CSEA.

20.1.3 A “day” is any day in which the District Office is open for business.

20.1.4 An “immediate supervisor” is the lowest level supervisor/administrator having immediate jurisdiction over the grievant, and who has been designated to administer grievances.

20.2 Group Grievance/Union Grievance: If the grievance involves unit members with different immediate supervisors, or CSEA, the grievance may be filed at Level II.

20.3 Informal Discussion: Before filing a formal grievance and within twenty (20) days after the grievant knows, or reasonably should have known, of the circumstances which form the basis for a grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor. The grievant may be accompanied by no more than two (2) representatives of his/her choice.

20.4 Level I - Immediate Supervisor: If the informal discussion does not resolve the grievance, a formal grievance may be initiated, not later than ten (10) working days after the informal conference.

20.4.1 A formal grievance shall be initiated in writing and shall be filed with the immediate supervisor on forms prepared jointly by the District and CSEA. Such forms will be readily available at all job sites. Grievances reduced to writing at this step shall include statements indicating: (a) the circumstance giving rise to the grievance, (b) the Article(s) or Section(s) of the contract which the grievant believes were violated, and a listing of actions requested of the District which will remedy the grievance.

20.4.2 Within ten (10) working days after the filing of the formal grievance, the immediate

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GRIEVANCE PROCEDURE

supervisor shall investigate the grievance and give his/her decision in writing to the grievant.

20.5 Level II - Superintendent or Designee: If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within ten (10) working days to the Superintendent or his/her designee. The designee shall be a person experienced in the subject matter of the dispute.

20.5.1 The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reason for the appeal.

20.5.2 Within ten (10) working days, the Superintendent or designee shall meet with the grievant in an attempt to resolve the grievance.

20.5.3 Within five (5) working days, the Superintendent or designee shall investigate the grievance and give his/her decision in writing to the grievant.

20.6 Level III

20.6.1 If the grievant(s) is/are not satisfied with the decision at Level II, he/she/they may, within ten (10) working days, submit a request in writing to the superintendent for submission to the Board of Trustees. The statement shall include a copy of the original grievance, all decisions rendered, and a clear, concise statement of the reasons for the appeal. The grievant shall be heard by the Governing Board at its next regular meeting in closed session after receipt of the grievance material.

20.6.2 The Board shall render its decision within ten (10) working days after its meeting to hear the appeal. Specific written reasons shall be given for a denial of the appeal.

20.6.3 In the event CSEA is not satisfied with the decision at Level III, CSEA may, within ten (10) days, submit a request in writing to the superintendent for arbitration of the dispute.

20.7 Level IV

20.7.1 Upon timely request by CSEA for submission of the grievance to arbitration, the parties may agree on an arbitrator or request a list of arbitrators from the California State Conciliation Service in accordance with the State Conciliation Service procedures. The arbitrator shall be chosen by allowing each party in turn to strike out one (1) name until only (1) name remains. The determination of the party to strike first shall be by lot.

20.7.2 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and by the Association. All other expenses shall be borne by the party incurring them.

20.7.3 The arbitrator shall, as soon as possible, hear evidence on the issue(s) submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall

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determine the issues by referring to the written grievance and the answers thereto at each step.

20.7.4 Within thirty (30) days after conclusion of the hearing, the arbitrator shall render an award in writing to the parties in interest. Such award shall be binding on all parties in interest.

20.7.5 Limitations of the Arbitrator: The arbitration procedure does not apply to:

1. Any proceeding for discipline or discharge of unit members
2. Any attempt to alter or amend this Agreement by the filing of a grievance;
3. Any proposal for expenditure of capital funds;
4. The decision to lay off;
5. The content of evaluation of unit members (as opposed to alleged violation, misinterpretation or misapplication of procedural matters.)

20.7.5.1 The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties, in the presence of each other and upon arguments presented in briefs.

20.7.5.2 No proposed remedy of the arbitrator shall apply more than twenty (20) working days prior to the filing of the written grievance.

20.7.5.3 Arbitrators may not award remedies which require a direct money payment (payout) by the District of more than \$5,000 to the grievant or other unit members similarly situated even if they were not grievants. In cases where the potential aggregate award exceeds \$5,000, the grievant or CSEA may seek remedy in any court of competent jurisdiction; the District waives any requirement for utilization of the grievance procedure in such cases.

20.7.5.4 The grievance procedure may not be utilized to challenge or change the policies of the District as set forth in the Board policies, administrative regulations, and procedures. Challenges to such matters must be undertaken under separate legal processes.

20.7.5.5 The arbitrator will not have power to add to, subtract from, or modify the terms of this Agreement.

20.8 General Provisions:

20.8.1 The grievant may be represented at each step of the grievance procedure by CSEA.

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- 20.8.2 CSEA has the right to present its position on a grievance before final resolution.
- 20.8.3 Time limits may be reduced or extended by written, mutual agreement. Time limits for appeal provided in each level shall begin the day following the receipt of the written decision by the grievant.
- 20.8.4 If it appears that an alleged violation of the Agreement affects a group of unit members, the Superintendent and the unit members may agree to process the grievance beginning at Levels II or III.
- 20.8.5 No disciplinary action shall be taken by the District against unit members based on the unit member's involvement in grievance processing.
- 20.8.6 No records dealing with the processing of a grievance shall be kept in the personnel files of any member of the unit
- 20.8.7 Efforts shall be made to resolve a grievance(s) before the closing of the current school year. This provision is limited to those factors over which the grievant(s) and the District have direct and substantial control.
- 20.8.8 In the event of the issuance of a subpoena by CSEA or the District to appear as a witness at a hearing with an arbitrator, paid release time shall be provided by the District for affected unit members.

ARTICLE 21 PROGRESSIVE DISCIPLINE

21.1 Definition of Disciplinary Action

- A. Permanent classified employees shall be subject to disciplinary action only for "cause." The provisions of this article shall not apply to probationary employees. Disciplinary action is defined as follows:
1. Dismissal – Removal from the employment of the District.
 2. Suspension – Temporary removal from service for a specified period of time without pay.
 3. Involuntary Demotion – Placement in a lower classification without the employee's written consent

21.2 Causes for Disciplinary Action

- A. Permanent employees may have disciplinary action taken against them for specified causes, including the following:
1. Unauthorized absence.
 2. Excessive absence or tardiness.
 3. Abandonment of position.
 4. Commitment or conviction of any criminal act, whether a misdemeanor or felony. As used herein, conviction means a plea or verdict of guilty or finding of guilt by a court in a trial without a jury or plea.
 5. Failure to adequately perform the requirements of the position held.
 6. Failure to comply with contractual conditions of employment.
 7. Insubordination.
 8. Dereliction of duty or the failure or refusal to perform assigned duties in a satisfactory manner.
 9. Disorderly or immoral conduct.
 10. Intoxication or use of intoxicants, narcotics or controlled substances while on the job.
 11. Reporting to work while intoxicated or under the influence of a narcotic or controlled substance, or the use of alcoholic beverages, narcotics or

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controlled substances which has an adverse impact on the District.

12. Physical and/or mental inability to perform assigned duties.
13. Evident unfitness for service.
14. Neglectful or willful damage to public property or waste of public supplies or equipment.
15. Falsifying any information submitted to the District, or concealment of any relevant fact in connection with obtaining employment.
16. Dishonesty.
17. Violation of any lawful rule, regulation, policy, or procedure of the District, or order of a supervisor.
18. Inability to work with others to the detriment of the District.
19. Discourteous, offensive or abusive treatment of the public, other employees or pupils.
20. Failure to maintain licenses or certificates required for the position by law, District policy or job description.
21. Misappropriation of District funds or property, or knowingly making, duplicating, or distributing any key or password to District facilities or equipment without District authorization.
22. Use of District equipment for personal uses during working hours or any other inappropriate use of District equipment.

21.3 Discipline Procedures:

- A. Progressive Discipline: In handling disciplinary matters, it is intended that the discipline shall be commensurate with the offense and progressive steps should be utilized unless circumstances giving rise to the discipline are of such a nature that more severe action is appropriate. The number and nature of the warning(s) will depend on the seriousness of the offense.
- B. Progressive steps may include the following:
 1. Verbal warning.
 2. Written reprimand.

ARTICLE 21 PROGRESSIVE DISCIPLINE

3. Suspension without pay.
4. Involuntary demotion.
5. Dismissal.

21.4 Disciplinary Action

A. An employee against whom disciplinary action is taken, as defined in section 21.1, shall be provided the following in writing, either in person or by certified/registered mail to the employee's last known address:

1. **Statement of Charges:** A statement of the specific charges against the employee shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on which the disciplinary action is based. No charge, however, shall be made for acts or omissions which occurred prior to the employee's becoming permanent nor more than two (2) years prior to the filing of this statement of charges, unless such facts were concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
2. **Right to a Hearing:** The employee may request a hearing in writing within five (5) calendar days after service of the statement of charges. A card or letter shall be provided to the employee with the statement of charges, the signing of which shall constitute a demand for a hearing and denial of all charges. The request for hearing shall be personally delivered to the Superintendent within five (5) calendar days. If the Superintendent does not receive the request within five (5) calendar days, the disciplinary action shall be effective as of the date set forth in the statement of charges.
3. **Access to Material:** The employee may, upon request, have copies of the material upon which the charges are based.
4. **Representation:** The employee has a right to have a representative of the employee's choice at all stages of this procedure.

B. **Pre-Disciplinary Meeting (Skelly)**

An employee who has received a Statement of Charges pursuant to paragraph 21.4 A.1. above and has requested a hearing may also request a pre-hearing meeting with the Superintendent or designee to respond to the Charges. The request shall be submitted in writing. If the employee makes such a request, the meeting shall occur prior to the formal hearing and the employee may respond orally or in writing to the Charges at the meeting.

ARTICLE 21 PROGRESSIVE DISCIPLINE

21.5 Formal Hearing:

- A. Scheduling of Hearing: A formal hearing shall be held within a reasonable period of time after the filing of a request for a hearing.
- B. Failure to Request a Hearing: If the employee does not request a hearing within five (5) calendar days following receipt of the charges disciplinary action may be taken without a hearing.
- C. Representation at a Hearing: The employee may be represented at the hearing by a representative of his or her choice.
- D. Use of Evidence at a hearing: Technical rules of evidence shall not apply at the hearing.
- E. Suspension or involuntary demotion: A hearing regarding a suspension or demotion shall be conducted by the Board of Trustees. The hearing shall be in Closed Session unless the employee makes a written request for a public hearing at least five (5) calendar days prior to the hearing. The Board of Trustees may deliberate in the absence of the employee and the administration. The decision of the Board of Trustees shall be final and binding.
- F. Dismissal: In lieu of a hearing before the Board of Trustees, in dismissal cases the union may elect to use an arbitrator to conduct the hearing and make a recommendation to the Board of Trustees. The request for use of an arbitrator must be included in the Request for Hearing submitted to the District pursuant to section 21.4 A 2. If the union does not elect to use an arbitrator the matter will be heard by the Board pursuant to section 21.5 E.

The arbitrator shall be mutually selected by the District and the Association from an agreed upon list of arbitrators. If an agreement upon an arbitrator is not reached within 15 days of submittal of the Request for Hearing, the Association shall ask the State Mediation and Conciliation Service (SMCS) to supply a list of five arbitrators experienced in hearing dismissal cases in public schools. If either party disapproves of the list, the party may request a new list from the SMCS or the American Arbitration Association. Each party shall alternately strike a name until only one name remains. The order of striking shall be determined by flip of the coin.

A record of the hearing may be made. The cost of the hearing, including the cost of a court reporter, if any, shall be shared equally by both parties.

No later than sixty (60) calendar days after the final day of hearing, the arbitrator shall submit a recommended written decision to the Board of Trustees, or designee, which shall include proposed findings of fact and determination of the issues. The written decision shall also be sent to the employee or his/her Association representative. The

ARTICLE 21

PROGRESSIVE DISCIPLINE

Board of Trustees shall accept, reject, or modify the recommended decision. If the Board rejects or modifies the decision it shall provide the employee with its rationale for doing so. The decision of the Board shall be final.

- G. Right to Testify and Call Witnesses: The employee shall have the right to personally appear and testify, to call witnesses and to cross-examine witnesses by the administration. The District may call witnesses and cross-examine the employee's witnesses.
- H. The failure by the employee to appear in person or to be represented by a designated representative in his/her stead for any scheduled hearing shall constitute a waiver of the right to a hearing. Disciplinary action shall be taken without a hearing.

21.6 Disciplinary Settlement

A disciplinary settlement may be reached at any time prior to or following the service of the statement of charges. The terms of the settlement shall be reduced to writing.

ARTICLE 22

PROFESSIONAL COURTESY

- 22.1 The parties recognize that from time to time unit members may have concerns regarding other District employees. This Article gives guidance to the unit member and the District as to how to proceed in the event that a unit member does develop such a concern. The parties also recognize that steps set forth in this Article may not be applicable in all circumstances. This Article does not supplant or supersede other procedures that may apply to complaints or concerns, including, but not limited to, the District's discrimination, harassment, or discipline procedures. It is not intended to limit a unit member's or the District's rights under applicable policies nor limit the parties' right to enforce such policies. Unit members and the District retain the right to utilize other applicable procedures.

Informal Level

A unit member who has a concern regarding an action by a District supervisor or other District employee (unit member or certificated) shall, as a matter of professional courtesy, first discuss the issue with the individual with whom the unit member has the concern as soon as practicable in an effort to seek a mutually acceptable solution. Such an attempt at resolution shall normally take place within ten (10) working days of the issue causing the concern or the employee's awareness of the issue causing the concern.

If the concern is regarding an action by the immediate supervisor of the unit member or a higher level administrator, the unit member may request that an association representative be present.

Assistance by Immediate Supervisor

In the event there is no mutually acceptable solution to a concern regarding an individual employee, or if the unit member feels the matter is of such a nature that direct discussion would be inadvisable, the unit member may refer the problem to his/her immediate supervisor.

The supervisor shall meet with the employee against whom the concern has been raised, become thoroughly familiar with the issue, and shall seek a mutually acceptable solution.

Assistance by the Superintendent/Designee

In the event resolution of the problem is not achieved at the informal or immediate supervisor level, the unit member may request, in writing, a meeting with the Superintendent/Designee. The request should include:

The specific nature of the concern and a brief statement of the facts causing it.

The nature and extent of the adverse effect of the situation causing the concern.

A brief summary of the results of prior meetings, the specific action which the unit member wishes taken, and the reasons why the unit member feels such action should be taken.

Investigation with Resolution

If the matter is resolved at the meeting to the satisfaction of the unit member and there has been a determination that there have been no serious or recurring violations of rules, regulations, policies, or laws, no further steps will be taken under this procedure.

ARTICLE 22

PROFESSIONAL COURTESY

Once the issue is resolved, the unit member will make every effort to resume a professional relationship absent further references to the problem, unless it recurs.

Investigation without Complaint Resolution

If the matter is unresolved the unit member should contact his/her Association representative and follow all applicable complaint procedures.

Assistance by Superintendent

If the issue is not resolved and the matter is appropriate for consideration by the Superintendent, the Superintendent may meet with the unit member and attempt to resolve the issue. The unit member may have an Association representative attend the meeting.

Confidentiality

All information or proceedings regarding any concern, or the handling of the matter, shall be kept confidential by the District and the unit member, shared only on a need to know basis or as appropriate if the matter is processed through other applicable procedures, such as the discrimination, harassment, or discipline processes.

ARTICLE 23 PROFESSIONAL GROWTH

23.1 Committee Structure:

- 23.1.1 A Professional Growth Committee shall be formed for the purpose of evaluating and approving professional growth policies and activities for permanent CSEA unit members, and for the purpose of presenting their recommendations to the Superintendent and the Board of Trustees.
- 23.1.2 The Committee shall consist of four (4) members. A representative of the CSEA clerical unit members; a representative of the CSEA maintenance and operations unit members, a representative of the Aide/Tutor unit members, and the District Chief Business Official.
- 23.1.3 The committee shall schedule meetings as necessary to review applications for professional growth credit and update the policy to maintain compatibility with other professional growth policies offered by the District. The committee may also elect to review and approve applications via email communication in lieu of scheduling a meeting and the District Form must be submitted to the District with all signature approvals. (one CSEA designee signature and one District designee signature are required.)
- 23.1.4 Preliminary review of applications and forwarding to the Superintendent for approval may be made by the Chief Business Official with written notice to the other committee members in cases where there is little question as to final approval or in cases of timeliness issues.

23.2 Course Patterns:

- 23.2.1 Courses taken for professional growth should pertain to the improvement of skills and knowledge required for the employee's current position or other positions at the District.

For a suggested guideline of courses, see Appendix C. These courses will be designated by appropriate classification and will be reviewed and approved by the committee, but will remain flexible. Should the committee not agree on the final decision as to the appropriateness of each intended course, the final decision will remain with the Superintendent or designee.
- 23.2.2 Advance approval must be obtained from the committee before a course is taken for professional growth credit (see Appendix D, Professional Growth Credit for Classified Unit member's form). The course or workshop title, date(s) of course, number of hours, or units, and name of school/organization must be provided. A copy of the catalog describing the course or registration form announcing the workshop will be required with each request, if available. Upon completion of the course, the unit member will obtain the instructor's signature in the "Certification of Course Completion" section of the "Professional Growth Credit for Classified Unit Members" request form and submit the completed form to the Superintendent or Designee for final approval. If the unit

ARTICLE 23 PROFESSIONAL GROWTH

member is unable to obtain a signature in cases such as an online course, the course official transcripts or CEU verification will be accepted.

23.2.3 For salary advancement, verification of completed courses must be submitted to the Personnel Office by September 1 of each year with a passing grade of "C" or above, or a "pass" grade in the case of "pass/fail". If applicable, salary advancement will take effect with September payroll. If transcripts are not available, a grade report or letter of verification from the instructor indicating the number of completed units will be accepted.

23.2.4 Payment method: A pro-rata portion of the increment(s) available to a bargaining unit member shall be paid with each paycheck.

23.3 Professional Growth Increment

23.3.1 The professional growth increment is to be made on September 1 to qualifying unit members. All permanent CSEA unit members in active status are eligible to participate in the professional growth plan. Unit members considering applying for credit are required to have the approval of the committee prior to enrollment (see Professional Growth Credit for Classified Unit member's form, Appendixes C & D).

23.3.2 CSEA unit members may earn professional growth increments of 5% of their annual salary upon successful completion of approved course work. This increment is to be added to the unit member's regular salary, including any and all longevity increases, and/or previous professional growth increases, as well as any salary increases negotiated by the time the increment is granted. The increment shall continue throughout the service of the unit member.

23.3.3 Increments may be earned once in two (2) years up to a maximum of two (2) increments. Additional increments may be earned once in three (3) years up to a maximum of two (2) increments, for a total of four (4) increments. If a unit member is promoted or changes positions, he/she shall be allowed up to two (2) additional increases, for a maximum of six (6) possible increments.

Each increment shall be earned by completion of nine (9) approved semester units or equivalent. The nine (9) approved units may include a combination of any of the areas specified below:

23.3.3.1 Six (6) units—Minimum chosen from the approved list of courses relating directly to the unit member's specific areas of employment or in other areas for possible promotion, as approved by the committee.

23.3.3.2 Three (3) units may be chosen under the category of general education courses, the unit member's specific area of employment in the District, or other areas of professional growth subject to approval by the committee.

ARTICLE 23 PROFESSIONAL GROWTH

23.3.3.3 Semester Units: All professional growth credits shall be converted into semester units. College credit in terms of quarter units shall be converted into semester units at the ratio of one-quarter unit to two-thirds semester unit. (Fifteen hours equals one semester unit.)

23.3.3.4 Adult education courses shall be as follows:

Total Hours in: Adult Education <u>Courses Workshop</u>	Absences <u>Permitted</u>	Semester Units: of Professional <u>Growth Credit</u>
8-14 hours	None	$\frac{1}{2}$
15-19 hours	1	1
20-29 hours	1	1 $\frac{1}{2}$
30-39 hours	2	2
40-49 hours	2	2 $\frac{1}{2}$
50 hours and over	2	3

23.4 Reimbursed Expenses: All expenses connected with work for professional growth credit shall be borne by the unit member. If the District reimburses the unit member for any cost, the credit shall not be granted.

23.5 Workshop: Workshops conducted by accredited institutions or approved associations and scheduled outside of the regular working hours may be attended for professional growth credit with the committee's approval prior to attendance. Hours for workshops may be accumulated but may not include lunch hour break time.

23.5.1	<u>Courses Workshop</u>	<u>Absences Permitted</u>	<u>Semester Units of Professional Growth</u>
	8-14 hours	None	$\frac{1}{2}$
	15-19 hours	1	1
	20-29 hours	1	1 $\frac{1}{2}$
	30-39 hours	2	2
	40-49 hours	2	2 $\frac{1}{2}$
	50 hours and over	2	3

23.6 Carryover: Unit members earning professional growth credits in excess of those necessary to earn a professional growth increment may carry over the credit and may apply that credit toward the next professional growth increment.

23.7 Record Maintenance: A log of professional growth credits earned by each unit member shall be maintained by the District as a permanent record in the unit member's personnel file and entered in the District HR System and employee log in personnel file to track units (see card for sample)

AR 4312.6 Personnel Files (confidential information)

ARTICLE 24 NEGOTIATIONS

- 24.1 Commencement Of Negotiations: As soon as possible and convenient and not later than forty-five (45) work days following submission of a proposal as noted in Article 1, Agreement, negotiations shall commence at a mutually acceptable time and place for the purpose of considering possible changes in this Agreement.
- 24.2 Impasse: If notice has been given in accordance with the preceding Article 1 Agreement and Section 24.1 and the parties have not been able to agree upon terms of a new agreement within thirty (30) days prior to expiration date of this Agreement, either party may institute impasse procedures in accordance with the rules of the Public Employment Relations Board (PERB). Once the impasse procedures have been invoked, this Agreement shall remain in full force and effect until the conclusion of the impasse process. During the term of this Agreement, there will be no strike (sympathy or otherwise), slowdown, sick-in, work stoppage, picketing, boycotting, or other interference with the operations of the District, except that this prohibition shall not be in effect during the period that re-opener negotiations have actually reached impasse and until agreement on the re-opener has been reached by the parties.
- 24.3 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.
- 24.4 Release Time for Negotiations: CSEA shall have the right to designate four (4) unit members, who shall be given reasonable release time to participate in negotiations. Time for negotiations shall be fifty (50) percent work time and fifty (50) percent unit member time.

ARTICLE 25 SAVINGS

- 25.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions and all provisions dependent upon its continued existence, will be deemed void, except to the extent permitted by law, but all other provisions will continue in full force and effect.

Further, if the law governing collective bargaining, as related to the public schools, is changed by legislative enactment, and in addition the regulations of the PERB, applicable to all public schools, are changed or added to in such manner as to affect the scope of negotiations or to void any Article of this Agreement, the District and CSEA bargaining representatives shall meet to discuss the impact of the above stated contingencies on the contract. The meeting(s) shall take place at a mutually agreeable time within forty-five (45) days after the effective date of the PERB ruling, court decision, or legislative change in law.

Further, changes in the scope of negotiations shall be negotiated between the District and CSEA. These negotiations shall commence not more than thirty (30) days following the initial discussion meeting(s) held in accordance with the preceding paragraph.

The voiding of Articles, resulting from decisions and regulations of the court or PERB shall be re-negotiated at a mutually agreeable time(s) following the discussion meeting(s) mandated in paragraph 2 of this Article.

SIGNATURE PAGE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #561



Dianna Thomas



Lyndon Pausanos



Kellie Zahursky



Rodolfo Duenas



Victoria Johnson



Dustin Patenaude

MILLBRAE ELEMENTARY SCHOOL DISTRICT



Ralph Crame



Claudia Buttigieg



Geoff Horn



Angela Smith

APPENDIX A
MILLBRAE ELEMENTARY SCHOOL DISTRICT
CSEA CHAPTER 561 SALARY SCHEDULES

2023-2024 Salary Schedules (per 23-24 negotiations 4.0 % eff July 1, 2023) 2024-2025 Salary Schedules (per 23-24 negotiations 2.0% eff July 1, 2024)		
Position/Classification	Salary Range	Work Calendar/Work Days
Accounting Technician	27	12 months
Administrative Secretary - Student Services	29	214 days
Attendance Secretary II – Middle School	20	199 days
Behavior Specialist	30	185 days
Board Certified Behavior Analyst (BCBA)	55	185 days
Child Nutrition Services - Cook	15	183 days
Custodian I	18	12 months
Custodian II	22	12 months
Delivery Person & Food Services/Custodian	19	12 months
District Computer Technician II	30	12 months
ELD Tutor	14	183 days
Food Service Accounting Clerk**	13	183 days
Food Service Worker I (Satellite)**	6	183 days
Head Maintenance	34	12 months
Intervention Paraprofessional	9	183 days
Intervention Paraprofessional (Title I)	9	183 days
Maintenance III	30	12 months
Middle School Office Manager	22	212 days
Network Administration Specialist	42	12 months
Occupational Therapist	55	185 days
School Administrative Assistant	21	199 days
Special Education Paraprofessional	11	183 days
Payroll & Benefits Specialist	31	12 months

2023-2024 Salary Schedules (per 23-24 negotiations 4% eff July 1, 2023)					
RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	17.54	18.32	19.09	20.02	20.90
2	17.84	18.71	19.58	20.44	21.39
3	18.32	19.09	20.02	20.90	21.82
4	18.71	19.58	20.44	21.39	22.35
5	19.09	20.02	20.90	21.82	22.86
6	19.58	20.44	21.39	22.35	23.38
7	20.02	20.90	21.82	22.86	23.89
8	20.44	21.39	22.35	23.38	24.46
9	20.90	21.82	22.86	23.89	25.00
10	21.39	22.35	23.38	24.46	25.63
11	21.82	22.86	23.89	25.00	26.25
12	22.35	23.38	24.46	25.63	26.79
13	22.86	23.89	25.00	26.24	27.46
14	23.38	24.46	25.65	26.80	28.08
15	23.89	25.00	26.24	27.46	28.70
16	24.46	25.65	26.80	28.08	29.38
17	25.00	26.24	27.46	28.70	30.05
18	25.63	26.79	28.08	29.38	30.79
19	26.24	27.46	28.70	30.05	31.45
20	26.79	28.08	29.38	30.79	32.23
21	27.46	28.70	30.05	31.45	32.98
22	28.08	29.38	30.79	32.23	33.76
23	28.70	30.05	31.45	32.97	34.52
24	29.38	30.79	32.23	33.76	35.36
25	30.05	31.45	32.97	34.52	36.18
26	30.79	32.23	33.76	35.36	37.07
27	31.45	32.97	34.52	36.18	37.87
28	32.23	33.76	35.36	37.07	38.78
29	32.97	34.52	36.18	37.87	39.72
30	33.76	35.36	37.07	38.78	40.68
31	34.52	36.18	37.87	39.72	41.54
32	35.36	37.07	38.78	40.68	42.49
33	36.18	37.87	39.72	41.54	43.36
34	37.07	38.78	40.68	42.49	44.35
35	37.87	39.72	41.54	43.36	45.27
36	38.78	40.68	42.49	44.35	46.26
37	39.72	41.54	43.36	45.27	47.21
38	40.68	42.49	44.35	46.26	48.25
39	41.54	43.36	45.27	47.21	49.22
40	42.49	44.35	46.26	48.25	50.28
41	43.36	45.27	47.21	49.22	51.34
42	44.35	46.26	48.25	50.28	52.48
43	45.27	47.21	49.22	51.34	53.54
44	46.26	48.25	50.28	52.48	54.71
45	47.21	49.22	51.34	53.54	55.85
46	48.25	50.28	52.48	54.71	57.09
47	49.22	51.34	53.54	55.85	58.25
48	50.28	52.48	54.71	57.09	59.53
49	51.34	53.54	55.85	58.25	60.77
50	52.48	54.71	57.09	59.53	62.09
51	53.54	55.85	58.25	60.77	63.36
52	54.71	57.09	59.53	62.09	64.78
53	55.85	58.25	60.77	63.36	66.09
54	57.09	59.53	62.09	64.78	67.55
55	58.25	60.77	63.36	66.09	68.94

2023-2024 Food Service Salary Schedules (per 23-24 negotiations 4% eff July 1, 2023)					
RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	18.14	18.95	19.81	20.74	21.62
2	18.48	19.40	20.28	21.17	22.14
3	18.95	19.81	20.74	21.62	22.59
4	19.36	20.28	21.17	22.14	23.15
5	19.81	20.74	21.62	22.59	23.66
6	20.28	21.17	22.14	23.15	24.21
7	20.74	21.62	22.59	23.66	24.73
8	21.17	22.14	23.15	24.21	25.32
9	21.62	22.59	23.66	24.73	25.90
10	22.14	23.15	24.21	25.32	26.56
11	22.62	23.66	24.73	25.90	27.16
12	23.14	24.21	25.32	26.56	27.74
13	23.66	24.73	25.90	27.16	28.43

*Computed on the basis of 173.33 hours per average work month, 12-month work year

2024-2025 Salary Schedules (per 23-24 negotiations 2% eff July 1, 2024)					
RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	17.89	18.69	19.47	20.42	21.32
2	18.20	19.08	19.97	20.85	21.82
3	18.69	19.47	20.42	21.32	22.26
4	19.08	19.97	20.85	21.82	22.80
5	19.47	20.42	21.32	22.26	23.32
6	19.97	20.85	21.82	22.80	23.85
7	20.42	21.32	22.26	23.32	24.37
8	20.85	21.82	22.80	23.85	24.95
9	21.32	22.26	23.32	24.37	25.50
10	21.82	22.80	23.85	24.95	26.14
11	22.26	23.32	24.37	25.50	26.78
12	22.80	23.85	24.95	26.14	27.33
13	23.32	24.37	25.50	26.76	28.01
14	23.85	24.95	26.16	27.34	28.64
15	24.37	25.50	26.76	28.01	29.27
16	24.95	26.16	27.34	28.64	29.97
17	25.50	26.76	28.01	29.27	30.65
18	26.14	27.33	28.64	29.97	31.41
19	26.76	28.01	29.27	30.65	32.08
20	27.33	28.64	29.97	31.41	32.87
21	28.01	29.27	30.65	32.08	33.64
22	28.64	29.97	31.41	32.87	34.44
23	29.27	30.65	32.08	33.63	35.21
24	29.97	31.41	32.87	34.44	36.07
25	30.65	32.08	33.63	35.21	36.90
26	31.41	32.87	34.44	36.07	37.81
27	32.08	33.63	35.21	36.90	38.63
28	32.87	34.44	36.07	37.81	39.56
29	33.63	35.21	36.90	38.63	40.51
30	34.44	36.07	37.81	39.56	41.49
31	35.21	36.90	38.63	40.51	42.37
32	36.07	37.81	39.56	41.49	43.34
33	36.90	38.63	40.51	42.37	44.23
34	37.81	39.56	41.49	43.34	45.24
35	38.63	40.51	42.37	44.23	46.18
36	39.56	41.49	43.34	45.24	47.19
37	40.51	42.37	44.23	46.18	48.15
38	41.49	43.34	45.24	47.19	49.22
39	42.37	44.23	46.18	48.15	50.20
40	43.34	45.24	47.19	49.22	51.29
41	44.23	46.18	48.15	50.20	52.37
42	45.24	47.19	49.22	51.29	53.53
43	46.18	48.15	50.20	52.37	54.61
44	47.19	49.22	51.29	53.53	55.80
45	48.15	50.20	52.37	54.61	56.97
46	49.22	51.29	53.53	55.80	58.23
47	50.20	52.37	54.61	56.97	59.42
48	51.29	53.53	55.80	58.23	60.72
49	52.37	54.61	56.97	59.42	61.99
50	53.53	55.80	58.23	60.72	63.33
51	54.61	56.97	59.42	61.99	64.63
52	55.80	58.23	60.72	63.33	66.08
53	56.97	59.42	61.99	64.63	67.41
54	58.23	60.72	63.33	66.08	68.90
55	59.42	61.99	64.63	67.41	70.32

2024-2025 Salary Schedules (per 23-24 negotiations 2% eff July 1, 2024)					
RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	18.50	19.33	20.21	21.15	22.05
2	18.85	19.79	20.69	21.59	22.58
3	19.33	20.21	21.15	22.05	23.04
4	19.75	20.69	21.59	22.58	23.61
5	20.21	21.15	22.05	23.04	24.13
6	20.69	21.59	22.58	23.61	24.69
7	21.15	22.05	23.04	24.13	25.22
8	21.59	22.58	23.61	24.69	25.83
9	22.05	23.04	24.13	25.22	26.42
10	22.58	23.61	24.69	25.83	27.09
11	23.07	24.13	25.22	26.42	27.70
12	23.60	24.69	25.83	27.09	28.29
13	24.13	25.22	26.42	27.70	29.00

*Computed on the basis of 173.33 hours per average work month, 12-month work year



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APPENDIX B
CSEA, CHAPTER 561

DISTRICT HEALTH AND WELFARE BENEFIT CONTRIBUTION
2023-2024, 2024-2025
(per 23-24 negotiations)

UNIT MEMBER:
Monthly District contribution x unit member's months of service = total annual District contribution. Prorated according to FTE.*

	2023-2024		
	<u>Single Rate</u>	<u>Employee + 1</u>	<u>Family</u>
CSEA	\$1000	\$1000	\$1000
	2024-2025		
	<u>Single Rate</u>	<u>Employee + 1</u>	<u>Family</u>
CSEA	\$1000	\$1000	\$1000

* Effective July 1, 2023, all unit members employed at .75 FTE or greater are eligible for the full district benefit contribution indicated in Article 11.1.1



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APPENDIX C

MILLBRAE ELEMENTARY SCHOOL DISTRICT

CSEA, CHAPTER 561

PROFESSIONAL GROWTH

Suggested Areas for Professional Growth Courses

GENERAL EDUCATION

First Aid/CPR
Human Relations
Stress Management
Time Management
Writing Skills
Computer Skills
Foreign Language/ESL

CLERICAL

Business
Communication Skills
Data/Word Processing
English/Spelling/Grammar
Filing Techniques
Intro to Child Psychology
Office Practices
Public Relations

AIDES

Art
Child Growth/Development
Child Psychology
Classroom Techniques
Computer Education
Instr. Materials/Media
Mathematics
Parent-Student Interactions
Science

MAINTENANCE

Computer/Data Processing
Equipment Repair
Asbestos Certification
Hazardous Chemicals
Safety Courses
Playground Safety
Vehicle Maintenance Cert.

APPENDIX D
CLASSIFIED PROFESSIONAL GROWTH CREDIT

Name _____ Position _____
 Location _____ Date _____

STEP 1 Initial Request for Professional Growth Credit

I hereby request approval to participate in the following professional growth course(s) or activities:

College/University/Workshop _____

Title of Course/Workshop** _____

Dates of Course _____

Number of Units*** _____ OR _____ Number of Hours***

****Please attach a copy of the course description or registration form.**

*****Hour/Unit Conversions determined per CSEA Article 23.3.3.3, 23.5.1 & 23.5.1. Final Conversion credit will be determined upon receipt of official transcripts or CEU verification.**

STEP 2 Initial Approval – must be granted PRIOR to the start of coursework.

➤ **APPROVAL**

Chief Business
 Official/Designee Signature _____ X _____ Date _____

CSEA Designee Signature _____ X _____ Date _____

➤ **DENIAL**

Chief Business
 Official/Designee Signature _____ X _____ Date _____

CSEA Designee Signature _____ X _____ Date _____

APPENDIX D
CLASSIFIED PROFESSIONAL GROWTH CREDIT

STEP 3 Certification of Course Completion – to be completed by course/workshop instructor

Title of Course _____

Number of Units OR Hours Earned Units Earned _____ Hours Earned _____

INSTRUCTOR APPROVAL

Instructor Name _____

Instructor Signature X _____ Date _____

If instructor signature is not obtainable, proceed to Step 4. Official transcripts or CEU verification will be accepted.

STEP 4 Final Verification and Approval of Course Completion and Semester Units Earned (to be completed by CBO/Designee)

☐ Official Transcripts and/or CEU verification received and attached. (If transcripts are not available, a grade report or letter of verification from the instructor indicating the number of completed units/hours will be accepted.)

_____ Semester Units Earned

APPROVAL

Chief Business
 Official/Designee
 Signature X _____ Date _____

For salary advancement, this form must be submitted to the Personnel Office by September 1 of each year. If applicable, salary advancement will take effect with September payroll.

cc: Employee
 HR File
 Payroll

*****RETURN THIS FORM WHEN COURSES ARE COMPLETED*****



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APPENDIX E
MILLBRAE SCHOOL DISTRICT
CSEA, CHAPTER 561
RECOGNITION/CLASSIFICATIONS

Accounting Technician
 Administrative Secretary - Student Services
 Attendance Secretary II – Middle School
 Behavior Specialist
 Board Certified Behavior Analyst (BCBA)
 Child Nutrition Services - Cook
 Custodian I
 Custodian II
 Delivery Person & Food Services/Custodian
 District Computer Technician II
 ELD Tutor
 Food Service Accounting Clerk
 Food Service Worker I (Satellite)
 Head Maintenance
 Intervention Paraprofessional
 Intervention Paraprofessional (Title I)
 Maintenance III
 Middle School Office Manager
 Network Administration Specialist
 Occupational Therapist
 Special Education Paraprofessional
 Payroll & Benefits Specialist
 School Administrative Assistant

Not currently used:

Administrative Assistant to the Curriculum Director
 Data Entry Clerk
 Food Service Worker II
 Food Service Worker III
 Sub-Caller/Receptionist
 Physical Education Aide
 Technology/Media Aide
 Paraeducator II – Special Education
 Instructional Aide
 Paraeducator – I Special Education
 Technology Specialist NT
 Groundskeeper
 District Computer Technician I
 Mental Health Lead Therapist
 Mental Health Support Specialist

Resolution No. 08-09-21

Resolution No. 16-17-14
 Resolution No. 16-17-09
 Resolution No. 08-09-21
 Resolution No. 11-12-17
 Resolution No. 11-12-17

Resolution No. 21-22-08 & MOU
 MOU (replaced with Special Education Paraprofessional)
 replaced with Network Administration Specialist
 replaced with revised Maintenance III job description - Feb 2022
 not currently used
 not currently used
 not currently used



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APPENDIX F
MILLBRAE ELEMENTARY SCHOOL DISTRICT
CLASSIFIED TRANSFER REQUEST

Name		Date	
Current Location		Current Position	

It is my desire to be transferred to the following position as posted:

Position			
Location			
Hours			
Hours Per Day		Days Per Week	
Months Per Year			

Please state briefly the reason for requesting this change:

I understand that the terms of this Transfer Request are governed by Article 16, Transfer, of the CSEA Bargaining Agreement.

X

 Employee Signature

X

 Supervisor/Administrator Signature

 Date

 Date

APPENDIX G
CSEA CATASTROPHIC SICK LEAVE REQUEST FORM

1. Please read the entire Employee Statement. To be eligible for the program, you must check all 7 boxes.
2. Complete, date and sign the Employee Section.
3. Attach the required medical verification and submit documents to the Human Resources Department.

EMPLOYEE STATEMENT

- ☐ 1. I request to participate in the CSEA Catastrophic Sick Bank to permit donations of sick leave credits to my leave balance.
- ☐ 2. I, or a family member, have suffered a non-work related catastrophic illness or injury (as defined in Article 14.13).
- ☐ 3. I am a permanent employee of the Millbrae School District.
- ☐ 4. I have contributed to the Sick Leave Bank and am eligible to request to participate in the Catastrophic Sick Leave Program.
- ☐ 5. I am not eligible for disability retirement from the Public Employees' Retirement System.
- ☐ 6. I have exhausted all paid time off.
- ☐ 7. I understand that upon return to paid work status, any remaining balance of sick leave credits will be returned to the bank.

TO BE COMPLETED BY THE EMPLOYEE (OR DESIGNEE)			
NAME		SCHOOL SITE	
CLASSIFICATION		<input type="checkbox"/> INITIAL REQUEST	<input type="checkbox"/> EXTENSION REQUEST
<input type="checkbox"/> YES <input type="checkbox"/> NO I AM ELIGIBLE FOR DISABILITY INSURANCE/INCOME PROTECTION (I.E. American Fidelity Disability)			
IF YES, PLEASE PROVIDE THE <u>NAME, POLICY NUMBER AND PHONE NUMBER</u> OF THE PLAN SPONSOR:			
Name	Policy #	Phone Number	

X	
EMPLOYEE/DESIGNEE SIGNATURE	DATE

FOR DISTRICT USE ONLY – DO NOT WRITE BELOW THIS LINE			
EMPLOYEE IS ELIGIBLE	<input type="checkbox"/> YES <input type="checkbox"/> NO		
SICK LEAVE REMAINING AT TIME OF REQUEST			
NATURE OF CATASTROPHIC ILLNESS			
PROBABLE DURATION OF ILLNESS		SICK BANK HOURS REQUESTED	
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	X		
DISTRICT ADMINISTRATOR			DATE

FOR CSEA USE ONLY – DO NOT WRITE BELOW THIS LINE		
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	# OF HOURS APPROVED TO BE DONATED	
X		
CATASTROPHIC LEAVE COMMITTEE DESIGNEE		DATE



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APPENDIX H

MEMORANDUM OF UNDERSTANDING BETWEEN MILLBRAE ELEMENTARY SCHOOL DISTRICT AND CLASSIFIED SCHOOL EMPLOYEE ASSOCIATION AND ITS CHAPTER 561

The Millbrae Elementary School District ("District") and the California School Employees Association and its Millbrae Chapter 561 ("CSEA") enter into this Memorandum of Understanding ("MOU") to memorialize the District's commitment to participate in the Classified School Employee Summer Assistance Program ("CSESAP") in the 2024-2025 fiscal year.

The District hereby commits to adhere to the 2024-2025 CDE Classified School Employee Summer Assistance Program timeline when made available.

It is so agreed on this date of October 23, 2023.