

# **AGREEMENT**

**Between**

**AMERICAN FEDERATION OF STATE COUNTY AND  
MUNICIPAL EMPLOYEES (AFSCME) LOCAL 829**

**and the**

**SAN MATEO UNION HIGH SCHOOL DISTRICT**

**San Mateo, California**

**July 1, 2022 to June 30, 2025**

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## **PREAMBLE**

This Agreement is made and entered into this **9th day of June, 2022**, between the Board of Trustees of the San Mateo Union High School District (hereinafter referred to as “the District”) and San Mateo Classified Managers’ Union, affiliated with Local 829, Council 57, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as “the Union”).

## **ARTICLE I: RECOGNITION**

The District recognizes the San Mateo Classified Managers' Union affiliated with Local 829, American Federation of State, County, and Municipal Employees, as the exclusive agent for the Classified Managers' bargaining unit effective May 21, 2015.

The Bargaining Unit includes the following classifications:

- Auditorium Manager
- Executive Transportation Officer
- Facilities Manager
- Facilities Manager In-Training
- Facilities Use Coordinator
- General Manager of Maintenance
- Manager of Student Nutrition
- Purchasing and Capital Facilities Manager
- Social Worker**
- Student Health Coordinator
- Technology System Administrator

Positions expressly excluded from this bargaining unit are the following:

- Associate Manager of Mental Health Programs**
- Director of Budget and Fiscal Services
- Director of Technology
- Director of Maintenance, Operations and Facilities Use
- Manager of Accounting
- Manager of Board and Operations
- Manager of Public Relations, Communications and Publications

## **ARTICLE II: DISTRICT POLICIES AND MANAGEMENT RIGHTS**

### **Section 2.1 District Policies**

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

### **Section 2.2 Management Rights**

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

2.2.2 The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

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

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

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

## **ARTICLE III: ORGANIZATIONAL RIGHTS**

### **Section 3.1 Union Rights**

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

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

3.1.3 The District authorizes the Union use of the school email system, mailboxes and bulletin board spaces designated by the site supervisor subject to the following conditions:

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

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

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

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

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

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

3.1.7 The District agrees to post on the District's website a copy of the proposed budget for the ensuing year at the time the budget is distributed to the Board of Trustees.

3.1.8 The District agrees to post on its website the board agenda, the agenda background with supportive materials, and the unapproved minutes as soon as they are available.

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

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

3.1.11 The District agrees to distribute the informational packet provided by the Union to all new hires in the bargaining unit upon employment. Should the District institute formal new employee orientation meetings, a Unit representative will be allowed to be present for up to 15 minutes to provide additional information regarding bargaining unit representation.

## **Section 3.2 Organization Security**

### **3.2.1 Union Membership**

3.2.1.1 Each member of the bargaining unit is free to join or refrain from joining San Mateo Supervisors' Union, affiliated with AFSCME, Local 829. Application for and Revocation of membership with the Union shall be subject to the terms set forth on the AFSCME Membership Application.

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

3.2.1.3 The District shall deduct dues and other applicable fees, as determined by AFSCME, from the regular salary check of unit members who have authorized such deductions in accordance with a fee schedule provided by the Union. AFSCME shall be responsible for notifying the District in writing of such authorizations. The District shall not be obligated to establish, change or discontinue any dues deduction until the pay period commencing ten (10) days or more after such written submission.

3.2.1.4 AFSCME shall be responsible for notifying a District designee, in writing, of any changes to an employee's authorization to have AFSCME dues and other fees deducted from a unit member's pay warrant. Notification shall include an effective date for the change. The District shall only process AFSCME dues revocation requests from the AFSCME Representative or designee.

3.2.1.5 All employee inquiries to District representatives regarding changes to their authorization to have AFSCME dues and other fees deducted, including but not limited to, inquiries regarding revocation requests, shall be forwarded to the AFSCME Representative.

3.2.1.6 The District shall not deter, discourage or otherwise interfere with any employee's decision to become a member in or rescind membership in AFSCME; or, authorize or deauthorize the deductions of AFSCME dues and other fees. Any employee inquiries regarding these matters shall be referred to the AFSCME Representative.

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

### 3.2.2 General

3.2.2.1. All Union dues and service fees deducted by the District shall be remitted to the Union, accompanied by a list of all unit members categorized as to membership, fee payer or non-fee payer, within thirty (30) days after such deductions were made.

3.2.2.2 The District shall not be obligated to put into effect any change in service fee amount until the pay period commencing ten (10) days or more after a written request is filed. A request filed by the Union shall verify that the affected employee has received prior notice of the change.

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

### 3.2.3 Indemnity

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

### 3.2.4 AFSCME PEOPLE

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



## **ARTICLE IV: HOURS OF EMPLOYMENT**

### **Section 4.1 Work Week**

Classified Supervisors are expected to work two hundred twenty-two (222) days a year. Based on fluctuations of workload, project deadlines and unforeseen situations, daily schedules will vary. Managers are not entitled to overtime or compensatory time off.

### **Section 4.2 Work Hours, Compensation and Changes**

4.2.1 Work hours for bargaining unit members shall be established by the District and the immediate administrative supervisor according to District needs and may be changed at any time by the District as it deems necessary to meet District needs.

4.2.2 Classified managers are salaried employees and, as such, are exempt from overtime pay and compensatory time off.

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

### **Section 4.3 Emergencies**

4.3.1 Unit members are expected to be available for contact by cell phone and available to work outside of regular work hours in the event of emergencies.

## ARTICLE V: HEALTH AND WELFARE

### Section 5.1 Insurance Coverage

#### 5.1.1 Active Employees

5.1.1.1 Effective January 1, 2019, the District's tenthly contribution towards health insurance premiums (medical, dental and vision) shall not exceed, unless otherwise agreed upon in writing, the monthly amounts of:

Tenthly	<u>Medical</u>	<u>Dental</u>	<u>Vision</u>	<u>Total</u>	<u>Yearly</u>
Employee Only	<b>\$ 912.96</b>	\$ 75.64	\$ 12.80	\$1,016.76	<b>\$1,001.10</b>
Employee + Spouse	<b>\$1,763.04</b>	\$ 139.13	\$ 26.53	\$1,958.34	<b>\$1,928.70</b>
Employee + Child	<b>\$1,634.88</b>	\$ 139.13	\$ 26.53	\$1,828.02	<b>\$1,800.54</b>
Employee + Children	<b>\$1,634.88</b>	\$ 207.24	\$ 37.67	\$1,907.27	<b>\$1,879.79</b>
Employee + Spouse + Children	<b>\$2,502.60</b>	\$ 207.24	\$ 37.67	\$2,789.63	<b>\$2,747.51</b>

High Deductible Health Plan (HDHP) with Health Saving Account (HSA) Four-Tier District Contributions for the 2023 calendar year:

District Contribution for:	Kaiser	Sutter
Employee Only	\$ 750.00	\$ 750.00
Employee + Spouse	\$1,750.00	\$1,750.00
Employee + Child(ren)	\$1,500.00	\$1,500.00
Employee + Spouse + Child(ren)	\$2,250.00	\$2,250.00

5.1.1.2 The maximum District contribution will be pro-rated accordingly for employees who work less than full-time. Because both dental and vision are non-voluntary plans, all active bargaining unit members must be enrolled in the plan for at least single coverage.

5.1.1.3 Domestic partner coverage shall continue to be part of applicable health, dental, and vision insurance coverage consistent with carrier requirements.

5.1.1.4 A surviving spouse and dependents of a deceased employee are eligible to convert at their own expense from group coverage to available individual medical insurance plans through existing District carriers.

5.1.1.4.1 Insurance coverage shall become effective the first of the month following the month of employment.

5.1.1.4.2 IRC 125 Plan. The District shall maintain an IRC 125 Plan whereby unit members can pay for out-of-pocket health insurance premiums, excess medical costs, child care, and elder care with pre-tax dollars consistent with carrier requirements. No fee or expenses shall be charged to unit members for implementation and operation of the IRC 125 Plan. In lieu of the \$400 IRC 125 contribution, the District will provide a \$400 stipend to any unit member who provides proof that s/he has paid at least \$400 during the fiscal year towards student loan debt.

#### 5.1.2 Benefits for Employees on Leave

5.1.2.1 Full-time unit employees on leave with pay shall receive the same amount(s) listed above.

5.1.2.2 Part-time unit employees shall receive a proration of this annual amount equivalent to their fractional employment.

5.1.2.3 Unit employees on leave without pay status may elect to purchase the medical, dental, and vision insurance through the existing District plans. An employee who so elects must provide the District with checks monthly in the amount of the monthly premiums in accordance with the directions supplied by the District. Failure to do so, or default of any check submitted for payment, may result in immediate cancellation of the insurance policy. It shall be the employee's responsibility to seek reinstatement.

5.1.2.4 Upon return from leave, it shall be the responsibility of the employee to reactivate his/her insurance program which may have been canceled.

5.1.2.5 It shall be the employee's responsibility to keep the District informed regarding the correct subscriber coverage while on leave of absence; failure to do so, which results in overpayment to the insurance company, may result in an equivalent credit reduction to the employee.

### **Section 5.2 Retirement Benefit Insurance Incentive**

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

5.2.1 Eligibility. Incentive is available for full-time employees electing retirement by June 30<sup>th</sup>, if proper written notice is provided to the District by May 1<sup>st</sup>. Eligibility for this incentive program is based on ten (10) years of full-time satisfactory service in the San Mateo Union High School District and attained age fifty-five (55). Employees who select this incentive within the limits described above shall have credited against their elected health care coverage (which must be a District-offered plan) two hundred fifty (\$250) dollars per month, for a maximum of ten (10) years or until their sixty-fifth (65<sup>th</sup>) birthday, whichever comes first.

It shall be the retiree's responsibility to keep the District informed regarding the insurance plan that he/she selects. Failure to do so which results in overpayment to the insurance company may result in an equivalent credit reduction to the retiree.

In the event that a retiree who has selected this plan deceases prior to age sixty-five (65), the credit under this plan will be discontinued.

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

### **Section 5.3 Domestic Partner Coverage**

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

### **Section 5.4 Long Term Disability Insurance**

The District shall provide long term disability insurance coverage that provides a benefit to the employee of 66.7% employee's salary up to maximum of five thousand (\$5,000) per month in accordance with the District's long term disability policy.

### **Section 5.5 Life Insurance Policy**

The District shall provide a term life insurance policy that provides forty-eight thousand (\$48,000) in the event of the employee's death, two thousand (\$2,000) for the death of the employee's spouse, and one thousand (\$1,000) in the event of the death of each dependent child under twenty-six (26) years of age. As required by the life insurance carrier, employee's life insurance may be subject to reduction at age seventy (70) and over.

### **Section 5.6 District Benefit Committee**

The Union shall appoint one member of the bargaining unit to participate on the District's Health Insurance Benefit Committee. The Union bargaining unit hereby agrees to be bound by any decision reached by a majority of the Committee regarding any and all changes in the District's health plans including, but not limited to, the coverage levels and the carriers.

## **ARTICLE VI: LEAVES**

### **Section 6.1 Sick Leave**

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

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

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

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

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

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

6.1.7 Absence due to illness, injury, disability, or quarantine for a period of five (5) days or more, or for the use of extended sick leave, or if a pattern of abuse exists, must be verified by a statement from a physician that the employee is medically unable to work and which states an estimated return to work date. Upon return to work, the employee will provide a physician's note indicating that the employee may return to work and stating whether the employee is subject to any work restrictions. An employee will not be barred from returning to work based on a medical statement from a physician that is not sufficiently descriptive, as long as it states that an employee is qualified to return to work with no restrictions. If a work restriction exists, the District may hold an interactive meeting with the employee to discuss accommodations, should the restriction impact essential functions of the job. If no restrictions are listed, then the employee will resume full duty.

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

6.1.9 Members of the bargaining unit absent due to surgery, serious injury or illness, or absent for more than three (3) consecutive work days or when there is a reasonable suspicion that

the employee is abusing this leave provision, shall be required to submit a medical release to their immediate supervisor prior to being permitted to return to work.

6.1.10 Leave pursuant to this section is to be used only for illness or injury, except as provided in Section 6.4 of this Article. Use of leave pursuant to this section for any other purpose shall be grounds for denial of paid leave.

6.1.11 Members of the bargaining unit absent due to surgery, injury or illness will not be required to return from sick leave until released by medical authority. Bargaining unit members who have exhausted all leaves, including vacation, and have not been released by medical authority to return to work shall be subject to the “expiration of all leaves” provisions of Education Code Section 45195.

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

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

## **Section 6.2 Industrial Accident and Illness Leave**

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

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

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

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

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

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

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

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

### **Section 6.3 Extended Disability Leave**

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

6.3.2 To be eligible for leave pursuant to this section, unit members must submit Doctor's verification of illness to the Human Resources Department on forms provided by the District.

6.3.3 The leave and differential salary provided in subsection 6.3.1 above is available only after all accumulated sick leave and earned vacation have been exhausted.

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

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

### **Section 6.4 Personal Leave Day**

Bargaining unit members may use one (1) day which will not be deducted from sick leave for any reason of compelling personal importance.

### **Section 6.5 Personal Necessity Leave**

6.5.1 Personal necessity is described as an uncontrollable event that must be attended to during work hours. A maximum of seven (7) days of sick leave earned pursuant to Section 6.1 of this Article shall be available for use by a unit member, at his/her election, in cases of personal necessity for the following reasons:

6.5.1.1 Death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 6.7 of this Article.

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

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

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

6.5.1.5 All other requests for personal necessity leave must be preapproved by the immediate supervisor and shall be used only for the following reasons:

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

6.5.2 Members of the bargaining unit using leave pursuant to subsection 6.4.1 above are required to notify their immediate supervisor prior to the beginning of the work shift in which the absence is necessary. Supervisors may waive this requirement in cases of extreme emergency. Failure to notify the immediate supervisor in advance of the unit member's impending absence may be grounds for denial of paid leave.

6.5.3 Upon approval by the Deputy Superintendent of Human Resources and Student Services or designee, and provided the required is made in writing, a unit member may use the leave provided in subsection 6.5.1 above for other reasons which may result from an uncontrollable event, expected or not, and which must be attended to during duty hours, or which are a result of compelling personal necessity. Approval for the leave must be obtained prior to its use; however, the Deputy Superintendent of Human Resources and Student Services or designee, may waive this requirement in cases of extreme emergency.

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

6.5.5 Unit members shall transmit to the Human Resources Department any legal fees, exclusive of mileage and/or parking fees, received under subsection 6.4.1.3 above.

## **Section 6.6 Maternity and Parental Leave**



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

6.6.2 Baby Bonding Leave: Qualified unit members may choose to take up to twelve (12) work weeks of baby bonding leave under the California Family Rights Act (CFRA). Sick leave will be applied towards these twelve (12) work weeks of baby bonding leave until all sick leave is exhausted. Thereafter, the unit member may use differential leave for the balance of the bonding period up to twelve (12) work weeks. A work week is any week in which the District is open for three (3) or more days.

6.6.3 Utilization of Differential Leave: After a pregnant unit member has exhausted the unit member's sick leave, the unit member will be entitled to use five (5) months of differential leave pursuant to Section 6.3, above, because of pregnancy, miscarriage, childbirth and recovery therefrom. If a unit member has used five (5) months of differential leave, the remaining portion of baby bonding leave will be unpaid.

6.6.4 The leave entitlements provided under this section shall run concurrently with all other leave entitlements whether the leave is fully or partially paid or unpaid.

6.6.5 The District will also grant unpaid child care leave. The maximum length of such leave will be six (6) months.

6.6.6 A unit member will be granted, upon request, a maximum of two (2) days of absence with full pay at the time of the birth or adoption of his/her child.

6.6.7 In the event that the statutes applicable to leaves are amended in the future, the parties shall meet and negotiate on the impact of any changes.

## **Section 6.7 Military Leave**

Military leave of absence shall be granted as provided for in the Military and Veteran's Code of the State of California. Military orders must be verified in advance by a copy of the military orders requiring military duty.

## **Section 6.8 Bereavement Leave**

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

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

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

6.8.4 Verification of bereavement leave upon return from leave: Members of the bargaining unit shall be required to complete a leave verification form provided by the District and provide such proof of eligibility for leave benefits pursuant to this section as may be required by the District.

## **Section 6.9 Jury Duty and Other Legal Responsibilities**

6.9.1 The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, or called as a witness in court other than as a litigant and pursuant to subpoena, leave of absence without loss of pay for time the employee is required to perform jury duty or serve as a witness during the employee's regularly assigned working hours. Employees, so called for jury or witness duty, must notify the District of service date(s) upon receiving said notice or subpoena from officers of the Court. The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury or witness duty, less meals, travel, and parking allowances. Employees are required to return to work during any day or portion thereof in which jury duty services are not required. Employees shall be allowed up to one (1) hour of travel time to return to work.

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

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

## **Section 6.10 Illness in the Immediate Family**

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

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

6.10.3 Approval for leave under this Section shall be obtained from the Deputy Superintendent, Human Resources and Student Services.

## **Section 6.11 Leave Without Pay**

Permanent bargaining unit members may be granted up to ten (10) days' leave without pay upon approval of the immediate supervisor and the Deputy Superintendent, Human Resources and Student Services or designee.

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

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

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

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

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

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

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

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

## **Section 6.12 Other Leave**

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

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

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

## **ARTICLE VII: EVALUATIONS**

### **Section 7.1 Supervisory Role in Evaluation Process**

Every employee will be evaluated annually by his/her designated administrator. In cases where the employee reports directly to a supervisor, the administrator will complete the evaluation in conjunction with the supervisor.

### **Section 7.2 Evaluation of Supervisors**

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

7.2.1.1 Probationary employees will receive one (1) three (3)-month progress report **and one (1) evaluation before the end of the six (6) month probationary period.**

7.2.2 Unit members will be given an opportunity to sign the performance evaluation, signifying only that the unit member has read the document and has been provided the opportunity of attaching a written response which shall become part of the permanent record. The evaluator shall also sign the performance evaluation form. By signing, the evaluator certifies that he/she has discussed strengths, progress, and any weaknesses or problems noted therein with the unit member.

7.2.3 Unit members who have a complaint about their evaluation should seek to resolve all issues first with the evaluator and then, if not resolved, with the Deputy Superintendent Human Resources and Student Services. Unit members must file an appeal with the Deputy Superintendent Human Resources and Student Services within ten (10) days from the date the performance evaluation is provided to the unit member.

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

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

## **ARTICLE VIII: SAFETY**

### **Section 8.1 Safe Conditions**

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

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

### **Section 8.2 Safety Committee**

The supervisor shall seek the advice of an ad hoc safety committee composed of one (1) unit member mutually acceptable to both parties and one (1) representative of management to review and make recommendations regarding specific complaints under Section 8.1 of this Article.

### **Section 8.3 Examinations and Tests**

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

### **Section 8.4 Tools**

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

### **Section 8.5 Cell Phones**

8.5.1 Employees are required to use and operate a District-issued cell phone or use a personal smart cell phone. If the District grants permission for the unit member to use a personal phone instead of a District-issued cell phone, the District will reimburse the unit member one hundred twenty-five dollars (\$125) per month regardless of the actual cost of the business use of the phone.

8.5.2 Cell phones shall not be used while driving any vehicle or while operating District equipment, unless a "hands-free" device is used.

8.5.3 Employees shall not use cell phones for personal use during working hours, except in the event of an emergency and except for incidental use. Incidental use means brief and infrequent use that does not interfere with the employee's productivity or ability to focus on the job.

### **Section 8.6 Cameras**

District cameras are for the purposes of safety and the safeguarding of District assets. Camera footage may be used, however, to support employee discipline if misconduct is captured on camera.

## **ARTICLE IX: GRIEVANCE PROCEDURE**

### **Section 9.1 Definitions**

9.1.1 A “grievance” is a formal written allegation by an individual that he/she has been adversely affected by a violation, misinterpretation, or misapplication of the specific provision(s) of the Agreement.

9.1.1.1 Actions to challenge or change the policies of the District or administrative regulations and procedures must be undertaken under separate legal processes.

9.1.1.2 Matters outside of the Agreement for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees, or by the administrative regulations and procedures of this District, are not within the scope of this procedure.

9.1.2 A “grievant” may be any employee of the District covered by the terms of this Agreement.

9.1.2.1 Any employee may at any time present grievances to the District and have such grievances adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement and provided that the District shall not agree to the adjustment or resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a written response.

9.1.2.2 The Union may act as a grievant.

9.1.3 A “work day” is any day in which the District Office is open for business unless otherwise specified as a calendar day.

9.1.3.1 Waiver of Days. Either party shall be granted a waiver of the days in winter and spring recess if requested. Waiver of days during the summer shall be mutually agreed upon.

9.1.3.2 Time Limits. Time limits provided in each level shall begin the work day following receipt of the written decision. Time limits should be viewed as maximums in an effort to effect speedy resolution of issues; however, time limits may be extended by mutual agreement.

9.1.4 A “joinder” is a joint grievance that may be filed, provided each grievant signs the grievance.

9.1.5 A “class grievance” is a grievance where the parties to the contract have mutually agreed that one (1) employee may grieve on behalf of all allegedly affected employees.

9.1.6 A “representative” shall be any person or employee organization who is not a party to the grievance chosen by the grievant to advise or represent the grievant. A unit employee may have a representative present at all stages of the grievance procedure.

### **Section 9.2 Informal Level**

Before filing a formal written grievance, the grievant shall attempt to resolve it by an information conference with his/her immediate supervisor.

### **Section 9.3    Level I – Immediate Supervisor**

9.3.1    Within twenty (20) work days after the grievant reasonably could have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance, in writing, on the appropriate form to his/her immediate supervisor.

9.3.2    This statement shall be a clear, concise statement of the grievance, the specific section(s) of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

9.3.3    Copies of all written grievance documents by both the grievant and the supervisor shall be forwarded by the receiving supervisor to the Human Resources Office and the Union for this level and any further levels to which appeal may be made.

9.3.4    The immediate supervisor shall communicate his/her decision, in writing, to the grievant and the Union Representative within fifteen (15) work days after receiving the grievance.

9.3.5    Upon the request of either party, a conference shall be held within the above time limits.

### **Section 9.4    Level II – Deputy Superintendent Human Resources and Student Services**

9.4.1    In the event the grievant is not satisfied with the decision at Level I, or if no written decision has been rendered within fifteen (15) work days after presentation of the grievance, the grievant may appeal the decision, in writing, to the Deputy Superintendent Human Resources and Student Services within fifteen (15) work days.

9.4.2    This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal, as related to the alleged specific contract violation(s).

9.4.3    The Deputy Superintendent Human Resources and Student Services shall communicate his/her decision, in writing, to the grievant and the association representative, within the fifteen (15) work days after receiving the appeal.

9.4.4    Upon the request of either party, a conference shall be held within the above time limits.

### **Section 9.5    Level III – Superintendent**

9.5.1    If the grievant is not satisfied with the decision at Level II, or if no written decision has been rendered within fifteen (15) work days after the presentation of the grievance at Level II, the grievant may appeal the decision, in writing, to the Superintendent within fifteen (15) work days.

9.5.2    This statement shall include a copy of the original grievance and appeal at each level, the decisions rendered at each level, and a clear, concise statement of the reasons for the appeal.

9.5.3 The Superintendent or Superintendent's designee shall communicate a decision, in writing to the grievant and the Union Representative, within fifteen (15) work days after receiving the appeal.

9.5.4 Either the grievant or the Superintendent or designee may request a personal conference in an effort to resolve the grievance.

#### **Section 9.6 Level IV – Board of Trustees**

9.6.1 If the grievant is not satisfied with the Superintendent's decision, the grievant may, within fifteen (15) work days, request, in writing, review by the Board of Trustees, whose decision shall constitute an exhaustion of administrative relief, subject to review by a court of competent jurisdiction.

9.6.2 Upon the request by either party, an executive session of the Board of Trustees shall be held to hear the grievance. If the Board of Trustees does not take action within thirty (30) calendar days, the decision of the Superintendent shall stand as the decision of the Board.

#### **Section 9.7 General Provisions**

9.7.1 No Reprisals. No reprisals will be taken by any member or representative of the District or the Board against any participant in the grievance procedure by reason of such participation.

9.7.2 Higher Level Grievances. If a grievance arises out of action or inaction at a level above the immediate supervisor, the grievant shall submit the grievance at the next appropriate level.

9.7.3 Grievance Records. Grievance documents shall be filed in a separate grievance file and shall be considered confidential; however, the results of a grievance may be placed in the grievant's personnel file where appropriate to the resolution of the grievance.

9.7.4 Powers of Reviewing Parties. Parties reviewing the grievance shall have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.

9.7.5 Non-Grievable Contract Violations. Unit members having a complaint which may not be a grievable alleged contract violation may utilize the District's Employee Complaint Procedure. Employees utilizing the Employee's Complaint Procedure shall have the right to representation, if desired, at each step of the procedure.



## **ARTICLE X: WAGES**

### **Section 10.1 Salary Schedule**

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

10.1.2 The District shall increase the employee salary schedule (Appendix A) by **two (2) percent (2%)**. **The salary increase will be implemented no later than June 30, 2021, on the paycheck for all bargaining unit members with the increase retroactive to July 1, 2020.**

10.1.3 In appreciation for the invaluable work staff has done this year welcoming students back, combating the effects of Covid-19, and reopening our campuses, the District will provide a one-time payment of \$2,500 for all AFSCME employees who were employed on May 19, 2022 (pro-rated for less than full-time employees).

### **Section 10.2 Initial Placement**

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

10.2.2 New employees shall be placed on the first step of the salary schedule for their position except the Superintendent may exercise his discretion in giving credit for prior experience.

### **Section 10.3 Schedule Advancement**

**10.3.1** Unit members who successfully complete a **six (6) months** probationary period following initial employment or promotion to a higher classification shall advance to the next higher step on the salary schedule. Thereafter, pending a satisfactory evaluation, unit members shall advance on the salary schedule on the first of the month following each full year of successful experience.

10.3.2 Employee shall be eligible for a longevity increment of two thousand five hundred fifty-eight (\$2,558) dollars the fiscal year following fulfillment of the requirements below:

10.3.2.1 Longevity – Fifteen (15) years in educational service; ten (10) years in a District management position(s).

10.3.2.2 Satisfactory evaluation – satisfactory in each of the previous three (3) years; evaluation must include evidence of professional development and growth.

### **Section 10.4 Pay Periods and Pay Checks**

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

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

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

10.4.4 In the event that an employee received wages or benefit contributions from the San Mateo Union High School District to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, SMUHSD shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

10.4.4.1 Recovery of overpayments may be made for up to four (4) years retroactive from the date the employee is notified of the overpayment.

10.4.4.2 Where this process is utilized, SMUHSD, the employee, and AFSCME, if requested, shall meet within thirty (30) calendar days following written notification and attempt to reach a mutual repayment schedule.

10.4.4.3 If no mutual agreement is reached by the end of the thirty (30) day period, SMUHSD shall implement the repayment schedule as follows:

10.4.4.3.1 If the overpayment amount to be repaid is more than ten percent (10%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding ten percent (10%) of the employee's regular monthly base salary.

10.4.4.3.2 If the overpayment is less than ten percent (10%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's pay check. If an employee leaves SMUHSD service before SMUHSD fully recovers the overpayment, the remaining amount shall be deducted from the employee's final check.

10.4.4.3.3 Amounts less than two hundred (\$200) dollars will be adjusted in the following month's pay check.

10.4.4.3.4 An employee who disagrees with SMUHSD's determination that an overpayment has been made, may grieve the determination through the grievance procedure. In the event a grievance is filed, recoupment deductions will be held in abeyance pending resolution of the grievance. If the grievance is not resolved within three (3) months, SMUHSD may, at its discretion, begin to recoup the overpayment outlined in this Article. This article does not waive SMUHSD's right to pursue legal action to recoup an overpayment where the employee is no longer employed, or in paid status.

## **Section 10.5 Equal Pay**

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

## **Section 10.6 Promotions**

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

10.6.2 Permanent employees who accept a promotion will serve a new probationary period of **six (6) months**, however, during this time they will not be prohibited from applying for other jobs that may come open. If selected, the probationary period will begin again for the new position.

## **Section 10.7 Pay for Working Out of Classification**

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

## **Section 10.8 Miscellaneous**

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

10.8.2 Pension Plan. The Public Employees' Retirement System retirement plan provided by the District to bargaining unit members shall continue in effect for the duration of this Agreement unless altered by California State Law. The District and bargaining unit members shall participate in the Federal Old Age and Survivors Insurance Program (Social Security).

10.8.3 Leave Accrual. Vacation, holiday and sick leave accrual will be reported to on the employee's monthly pay check.

## **ARTICLE XI: HOLIDAYS AND VACATIONS**

### **Section 11.1 Paid Holidays**

11.1.1 Paid holidays for Unit members shall be as follows: Independence Day in July; Labor Day in September; Veterans Day in November; Thanksgiving Day and the Friday following in November; December 24, December 25, and three additional days during the Winter vacation as approved by the Board of Trustees; Board Holiday Preceding New Year's Day Holiday; New Year's Day Holiday; Martin Luther King's Birthday Holiday in January; President's Day Holiday in February; Memorial Day in May, and **Juneteenth Holiday in June**.

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

11.1.3 Other holidays shall be granted as designated by the Board of Trustees of the District or as designated by the Governor of the State as a school holiday.

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

### **Section 11.2 Paid Vacations**

#### **11.2.1 Vacation Use and Accrual**

11.2.1.1 Bargaining unit members shall earn up to twenty-four (24) days of vacation per year. After twenty-four (24) days have been accrued and unused, the unit member shall cease to earn additional days of vacation until the accrued number is less than twenty-four (24) days.

11.2.1.2 The vacation allowance will be prorated based on the number of months in a unit member's work year i.e. less than twelve (12) months.

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

#### **11.2.2 Vacation Carry Overs**

11.2.2.1 Unit members are encouraged to take vacation in the year in which it is earned. Every effort will be made to limit the number of vacation days carried over year to year.

11.2.2.2 In the event the unit member is not able to take his full annual vacation the unit member shall be paid for the remaining days not taken prior to the following year or July 31st if carried over pursuant to 11.2.3. Pay out calculations will be done in July of each fiscal year. Managers will closely monitor the vacation days for these employees in successive school years.

### **11.2.3 Annual Vacation Day Calendar**

11.2.3.1 Unit members are expected to take vacation in the year in which it is earned. Employees will be expected to submit an annual calendar (July 1 – June 30) showing their full year's earned vacation scheduled, by July 31<sup>st</sup>, to their manager for review and approval. If the employee does not submit a vacation schedule by July 31<sup>st</sup>, the employee and employee's supervisor will meet to devise the employees' vacation schedule for the year. The submitted vacation schedule may be revised upon request by the employee.

11.2.3.2 Half of the yearly vacation accrual will be allotted on July 1<sup>st</sup>. The second half of the yearly vacation accrual will be allotted on December 1<sup>st</sup>. All accrued vacation leave must be used by June 30<sup>th</sup>. In unusual circumstances the employee can request an earlier allotment of the second half of the individual's vacation leave.

11.2.3.3 With prior approval of the supervisor, an employee may carry over five (5) days of vacation until July 31<sup>st</sup> if unable to schedule all vacation days by June 30<sup>th</sup>. A plan to use the five (5) days in July must be submitted by July 1<sup>st</sup>.

11.2.3.4 Upon separation from service, unit members shall be entitled to lump-sum compensation for all earned and authorized unused vacation.

11.2.5 When a holiday, as defined in this Agreement, occurs during the scheduled vacation of a bargaining unit employee, the employee shall not be charged a vacation day for absence on the holiday.

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

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

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

11.2.9 Employees on unpaid leave of absence do not accrue vacation leave.

## **ARTICLE XII: RIGHTS UPON LAYOFF**

### **12.1 Notice of Layoff**

Layoff shall occur due to a lack of work or lack of funds in accordance with Education Code Section 45117.

**12.1.1** When it becomes necessary to enact layoffs, the District must serve notice to the affected bargaining unit members no later than March 15th that that their services will not be required for the ensuing year due to a lack of work or lack of funds.

**12.1.2** The written notice of layoff to the bargaining unit member shall include the reason services will not be required, any displacement rights, reemployment rights, and rights to a hearing.

### **12.2 Rights to a Hearing**

Bargaining unit members subject to layoff shall have seven (7) calendar days from the service of the written notice of layoff to request a hearing.

**12.2.1** Failure to submit a timely request for a hearing shall result in the bargaining unit member waiving their rights to a hearing.

**12.1.2** If a bargaining unit member is not provided with written notice and a right to a hearing, the bargaining unit member shall be deemed reemployed for the ensuing school year.

### **12.3 Rights Upon Layoff**

If a bargaining unit member's position is eliminated or consolidated with another position and the bargaining unit member is laid off, he/she shall have the right to return to any vacant position he/she previously held in the District. If he/she had achieved permanency in the position, that permanency shall be restored. In addition, he/she shall have the right to any lower level vacant position in the same job family as the position from which he/she is being laid off provided he/she meets all of the job qualifications and is selected by the immediate supervisor of that position.

### **12.3 Other Matters Related to Layoff**

**12.4.1** Seniority: Whenever a bargaining unit member is laid off, the order of layoff within the class shall be determined by length of service. The worker with the shortest length of service in the class shall be laid off first.

**12.4.2** Prior to a reduction in force affecting members of the bargaining unit, the District will provide notice to AFSCME.

**12.4   Violation of this Article.**

**Any alleged violation of this Article shall be shall be exclusively through the administrative hearing process under Education Code section 45117 and shall not be subject to Article IX (Grievance Procedure) of this Agreement.**

### **ARTICLE XIII: PROFESSIONAL GROWTH**

- 13.1 The District will reimburse one hundred percent (100%) of the tuition, laboratory fees, and required textbooks for courses or programs approved by an employee's supervisory and the Human Resources Department, provided that the employee successfully completes the course with a grade of C, or equivalent thereof, or higher. An employee must comply with all of the following in order to receive reimbursement for professional growth:**
- 13.1.1 An employee must submit a written request on a form provided by the Human Resources Department prior to attending the class or workshop;**
- 13.1.2 Such request must be pre-approved by the employee's supervising administrator and Human Resources administrator;**
- 13.2 No miscellaneous fees, such as health or parking will be reimbursed by the District. Approval to participate will be considered subject to the availability of professional development funds.**
- 13.3 Only one (1) class per semester or the equivalent if on the quarter system may be paid per employee. The District at its sole discretion may limit the number and kind of professional growth proposals to be approved during each school year. Any employee who receives reimbursement under this Article is expected to remain employed by the District for at least one calendar year thereafter. If an employee voluntarily leaves the District's employment within one (1) year of receipt of reimbursement, s/he may be obligated at the discretion of the District to repay that portion of the reimbursement equal to one-twelfth (1/12) times the number of months in the year that the employee does not remain in employment with the District; and,**
- 13.4 The District will provide, at its sole discretion, staff development opportunities and will assign employees to these workshops in accordance with the District's determination of need.**





#### **ARTICLE XIV: RIGHTS UPON LAY OFF**

If a bargaining unit member's position is eliminated or consolidated with another position and the bargaining unit member is laid off, he/she shall have the right to return to any vacant position he/she previously held in the District. If he/she had achieved permanency in the position, that permanency shall be restored. In addition, he/she shall have the right to any lower level vacant position in the same job family as the position from which he/she is being laid off provided he/she meets all of the job qualifications and is selected by the immediate supervisor of that position.

## **ARTICLE XV: NO-STRIKE CLAUSE**

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

## **ARTICLE XVI: COMPLETION OF AGREEMENT**

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

## **ARTICLE XVII: SAVINGS CLAUSE**

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

## ARTICLE XVIII: TERM OF AGREEMENT AND REOPENERS

### Section 16.1

This Agreement shall be for three (3) years effective **July 1, 2022**, and shall remain in full force and effect up to and including **June 30, 2025**; thereafter, it shall continue in effect from year to year unless one of the parties notifies the other in writing no later than ninety (90) days prior to the expiration date of this Agreement.

### Section 16.2 Reopeners

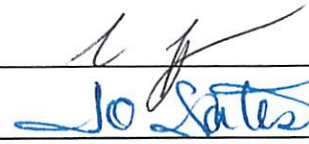

Each Party may reopen up to three (3) Articles for the successive year of this Agreement by giving written notice with any proposed modifications to the other no later than February 15<sup>th</sup> of the prior year in which the proposed modification is to take effect. Failure to give notice by February 15<sup>th</sup> shall result in a continuation of the terms of the contract for the following year.

Within sixty (60) days, AFSCME and the District will meet to begin the compensation comparison process for the Manager of Wellness Programs.

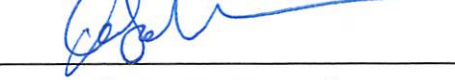


The District's Professional Development committee will continue to include AFSCME representation in the planning of professional development opportunities.

Dated:

AFSCME

  
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\_\_\_\_\_

DISTRICT

  
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DocuSigned by:



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## A. APPENDIX