

Tentative Agreement
Sequoia Union High School District
to
AFSCME Supervisors
November 17, 2023
2023-2024 and 2024-2025

Sequoia Union High School District ("District") and the American Federation of State, County, and Municipal Employees Supervisors ("AFSCME Supervisors"), collectively referred to as "the Parties," have considered their mutual interests and have agreed to enter into this Tentative Agreement ("Agreement") to completely resolve negotiations for the 2023-2024 and 2024-2025 school years consistent with the terms of this Tentative Agreement. This Tentative Agreement includes reopeners for negotiations for the 2024-2025 school year regarding salary.

All the terms included in this Agreement are contingent upon ratification by both Parties. Unless another effective date is otherwise stated in this Agreement, the terms of this Agreement shall take effect upon ratification of this Agreement by both Parties. If a particular Article or Section of the current collective bargaining agreement is not referenced in this Agreement, the current collective bargaining agreement provision shall continue unchanged.

Terms and Conditions

Preamble

Update dates, as necessary.

The Parties agree to change the word "will" to "shall" throughout the collective bargaining agreement.

Article I - Recognition

Effective upon ratification of this Agreement by both Parties, the Parties agree to the following revisions to Article 1:

The Supervisors' Bargaining Unit includes the following classifications:

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

Manaintance Supervisor

2. Article 4 - Hours of Employment

Effective after the ratification of this Agreement by both Parties, the Parties agree to the following revisions to Article 4:

SECTION 4.1 WORK WEEK (NEW)

4.1.2 Employees may be employed for a work year of less than twelve (12) months and for a work week of less than thirty-seven and one-half (37.5) hours.

3. ARTICLE 5 - HEALTH AND WELFARE

Effective upon ratification of this Agreement by both Parties, the Parties agree to the following revisions to Article 5 :

SECTION 5.1 - Coverage

5.1.1 The District agrees to provide eligible employees with the full premium cost for district-provided Health Maintenance Organization (HMO) group health benefits at the highest premium rate, prorated for part-time employees, for single, two-party, or family coverage as applicable.

5.1.2 The District agrees to provide eligible employees with full premium cost for district-provided group dental benefits, prorated for part-time employees, for single, two-party or family coverage as applicable. The plan will provide no less than \$2,000 yearly maximum reimbursement for covered dental expenses. The Union agrees that the District may change carriers during the term of the contract with the concurrence of the Union.

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

5.1.5 The District will provide health care coverage through the Self-Insured Schools of California (SISC), a public schools insurance pool. The Union agrees that the District may change carriers during the term of the contract with the concurrence of the Union.

5.1.6 Employees and their domestic partner meeting the criteria in Section 5.2, Eligibility, will be eligible for coverage provided in this section.

5.1.7 Health and Welfare benefits will be provided through a cafeteria fund. The fund will provide eligible employees with single, two-party, or family premiums to enable the employee to select any available SISC HMO health plan. The fund amounts will be set at the highest SISC HMO premium, plus the dental premium, for single, two-party, or family

coverage as applicable and prorated for part-time employees. Coverage will be paid through the cafeteria fund described as follows:

5.1.7.1 The cafeteria fund will be sufficient to provide each active employee with health, dental, and vision (vision as described in subsections 5.1.3/5.1.4) coverage with premiums paid through the District-provided cafeteria fund. The employee may select a health plan from any of the HMO or PPO plans included in the list of SISC providers. The fund amounts will be set at the highest SISC HMO premium for the coverage selected.

5.1.7.2 If the premiums for the health, dental and vision plans, as described in Sections 6.1 Coverage, chosen by the employee exceed the cafeteria fund amount allocated for qualifying coverage, the employee authorizes the District to deduct the additional premium amount from the employee's monthly pay.

5.1.8 Employees hired on or after January 1, 2023, will not have the option to receive cash-in-lieu of benefits due to SISC regulations.

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

- a. The employee was employed with the District on or before December 31, 2022;
- b. The employee provided proof of health coverage through a spouse, eligible domestic partner, or parent comparable to medical benefit coverage consistent with the Federal Affordable Care Act during open enrollment with SISC;
- c. The employee declined the district provided health coverage;
- d. The employee signed up to participate in the cash-in-lieu program;
- e. Employees who are continuing the cash-in-lieu program must complete the process during open enrollment, annually.

5.1.9.1 Employees participating in the cash-in-lieu Option Program prior to the transition to SISC, and who were employed by the District on December 31, 2022, will receive cash back equal to fifty percent (50%) of the single party premium amount for Kaiser. This payment will be allocated to the employee on a monthly basis, prorated for part-time employees. For employees participating in the cash-in-lieu option program, the cafeteria fund defined in Section 6.1.7 of this

Article will be reduced by the amount of the highest two-party or family HMO premium, as applicable.

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

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

5.1.9.4 If an employee and their spouse or eligible domestic partner are both employees of the District and one employee is employed full-time and the other employee is employed part-time, then the part-time employee may participate in the cash-in-lieu program defined in Section 5.1.9 of this Article. To be eligible for the cash-in-lieu program, both employees must be employed by the District and approved for the cash-in-lieu program by December 31, 2022.

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

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

5.1.10 If an employee can provide proof of dental coverage through a spouse, eligible domestic partner, or parent, the employee may decline dental coverage and then may opt to receive cash back equal to fifty percent (50%) of the current District's dental premium provided for active employees, prorated for part-time

employees. This cash-in-lieu payment may be utilized by the employee as pre-tax dollars to participate in the Section 125 Pre-Tax Benefit Plan (Deferred Comp, 457 or 403b) or may be paid to the employee directly as taxable income. For employees choosing this option, the cafeteria fund amount defined in Section 5.1.7 of this Article will be reduced by the amount of the full dental premium.

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

5.1.12 As a condition of SISC membership, employees who are .90 FTE or greater and who have not been legacied into the cash-in-lieu program, must accept health and welfare benefits. Employees who are less than .90 FTE may decline health benefits coverage if they can provide adequate proof of health coverage from another source in compliance with the Affordable Care Act. Employees, described in Section 5.1, Coverage, who opt out of receiving health and welfare benefits, will not be entitled to participate in the cash-in-lieu program, except as expressly permitted in other Sections of this agreement.

5.1.13 An employee may continue health, dental and vision benefits while on district approved, full-time, unpaid leave by paying the full premiums, including the District's contribution, for the duration of the leave.

5.1.14 Employees on extended disability leave provided by Article VI Section 6.3, Leaves, of this Agreement will be eligible to receive the same district paid health, dental, and vision group insurance they were receiving immediately prior to taking such leave.

5.1.15 Employees hired before the fifteenth (15th) of the month will become eligible for health, dental and vision benefits the first day of the first month following the month of their employment. Employees hired after the fifteenth (15th) of the month will become eligible for health, dental and vision benefits the first day of the second month following the month of their employment.

5.1.16 Coverage will terminate on the last day of the month in which the employee is separated from the District.

5.1.16.1 Health, dental and vision insurance for the spouse, domestic partner or family of a deceased employee will continue for three (3) full months beyond the month in which the employee's death occurred.

5.1.17 A Joint Benefits Committee shall be created as a standing committee with representation from the District, all labor groups, and all other stakeholders. This group shall be consulted regarding any and all information requested from SISC in terms of plan design, changes in health plans, or other issues related to health and welfare benefits. The group shall meet at least quarterly or as needed to review and discuss communication from SISC. The committee will discuss other items related to health, dental, and vision benefits.

SECTION 5.2 - Eligibility

5.2.1 Health and Dental Benefits - Full-time employees will be considered as eligible to receive the full District health and dental benefits. Employees employed for less than full time (that is, less than thirty-seven and one half (37.5) hours per week and/or less than twelve (12) months per year) will be eligible to receive these benefits with the District contribution prorated in proportion to the percentage of full-time assignment worked by the employee.

5.2.2 Vision Care Benefits - All employees will be considered as eligible to receive full District-provided vision care benefits, pro-rated for part-time employees.

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

5.2.5 Part-time employees not electing to participate in the benefits under this section will not be eligible again to participate in dental insurance until one calendar year has elapsed from date of refusal. Part-time employees not electing to participate in the benefits under this section may elect to join a health insurance plan at the next annual open enrollment period established by the District following date of refusal or with a Qualifying Life Event (QLE).

5.2.6 Initial Eligibility for Coverage - Employees will become eligible for health and dental benefits the first day of the first month following a full month of employment. Coverage will terminate on the last day of the month in which the employee is separated from the District.

5.2.7 Domestic Partner Eligibility –The District will comply with State regulations and requirements.

SECTION 5.3 - Long Term Disability

5.3.1 The District will provide employees who work twenty-five (25) hours per week or more with long-term disability insurance

SECTION 5.4 - Life Insurance

5.4.1 The District will provide employees who work a minimum of twenty (20) hours per week or less than thirty-seven and one-half hours (37.5) per week and who have permanent status with District-paid group life insurance in the face amount of \$15,000, plus an equal amount of accidental death and dismemberment insurance.

5.4.2 The District will also provide employees who work thirty-seven and one-half hours (37.5) per week and who have permanent status with the District-paid group life insurance in the face amount of \$50,000, plus an equal amount of accidental death and dismemberment insurance.

SECTION 5.5 - Health Insurance Retirees

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

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

5.5.1.2 For employees hired on or after April 1, 1998, and who retire from the District and are eligible, the District will reimburse, during the term of this agreement, the cost of the annual premium up to the highest single active HMO premium minus the District minimum benefit until the employee reaches age sixty-five (65). Beyond age sixty-five (65), employees in this category will remain eligible to participate in the District's SISC medical coverage; however, the cost of the premium in excess of the District minimum will be borne by the employee.

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

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

5.5.3.1 Beginning on January 1, 2023, retirees who do not qualify for lifetime benefits under subsection 5.5.1.2 of this collective bargaining agreement and who were enrolled in CalPERS Medicare Kaiser or Medicare Anthem Blue Cross plan in December 2022, will receive a maximum District contribution toward their retiree SISC Medicare Kaiser or Anthem Blue Cross premium cost of two hundred dollars (\$200) per month in subsequent calendar years. This same two hundred dollars (\$200) per month maximum District contribution toward retiree benefits will be applied to future retirees who do not qualify for lifetime benefits under subsection 5.5.1.1 of this collective bargaining agreement.

5.5.3.2 Beginning on January 1, 2023, retirees who do not qualify for lifetime benefits under subsection 5.5.1.2 of this collective bargaining agreement and who were enrolled in the CalPERS United Health Care plan in December 2022, will receive a maximum District contribution toward their retiree SISC Medicare Anthem Blue Cross premium cost of two hundred and fifty-seven dollars (\$257) per month in subsequent years.

5.5.3.3 For Office, Technical, and Paraprofessional Classifications, the District will reimburse the same premiums for the eligible retiree's spouse/domestic partner until the retiree reaches age sixty-five (65).

5.5.3.4 For Maintenance and Operations Classifications, the District will reimburse the same premiums for the eligible retiree's spouse/domestic partner until the spouse/domestic partner reaches age sixty-five (65).

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

5.5.5 Retiree Eligibility Eligibility is determined by the District to be a minimum of five years of fully paid contributions as a member of STRS and/or PERS and must be at least fifty-five (55) years of age. All retirees, past or present, who meet this minimum

eligibility qualification and have retired from the District or subsequently will retire from the Sequoia District will be eligible to participate in the District's benefit program through SISC.

5.5.5.1 The spouse or qualified partner of an eligible retired employee will continue to be covered with health insurance until the retiree has reached age sixty-five (65). After age sixty-five (65) eligible retired employees may retain health insurance coverage for the retiree's spouse or qualified partner until the retiree reaches age sixty-five (65), provided the retiree is responsible for the cost of the spouse's or qualified partner's coverage. Retirees on a two party or family plan will pay SISC invoices directly and receive a monthly taxable service credit for their eligible District covered premium.

5.5.5.2 In order to receive district-paid benefits, employees must have served in the district for a minimum of sixteen (16) years immediately prior to retirement.

5.5.5.3 If an employee is fifty-five (55) years old and does not have the minimum of sixteen years of service with the District required, the employee may reduce the minimum years of service required by two (2) for each full year the employee is over the age fifty-five (55); however, employees must have a minimum of ten (10) years of service to the District to be eligible for the reduced service requirement.

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

5.5.5.4 The retiree must have been eligible for and covered by District provided health insurance while an active employee. The District's contribution to the health insurance premium for the retiree will be prorated in the manner provided for active employees in Section 5.1 of this Article.

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

SECTION 5.6 - Flexible Spending Plan (FSA)

5.6.1 The District will offer a 125 of the Internal Revenue Code (IRC) flexible spending account for dependent care and excess medical cost reimbursement. The District will follow the IRS guidelines for implementation and managing these accounts.

SECTION 5.7 - State Disability Insurance (SDI)

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

4. Article 6 - Leaves

Effective upon ratification of this Agreement by both Parties, the Parties agree to the following revisions to Article 6:

SECTION 4 - Personal Necessity

Personal necessity is described as an uncontrollable event that must be attended to during work hours. **Employees may use up to a single year accrual of sick leave as defined in Article VI Section 1 for the purpose of Personal Necessity for the following reasons . . .**

4.4.2 The use of Personal Necessity request form will require a signature at the time the absence is reported to the following statement:

"I certify that the reason for the personal necessity leave is an uncontrollable event that must be attended to during work hours. It is not for the purpose of vacation."

SECTION 6.5 - Pregnancy and Parental Leave

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

6.5.2 An employee 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 their child. For multiple births or multiple adoptions (i.e. twins), employees will be granted, upon request, the above referenced two (2) days of absence with full pay for each child.

6.5.3 The Family Medical Leave Act (FMLA)

6.5.3.1 Eligible employees may take up to twelve (12) work weeks of parental leave for reasons of the birth of a child of the employee, or the placement of a child with the employee in connection with an adoption or foster care of the child by the employee.

6.5.4 Parental leave will be available and administered in accordance with Educational Code 45196.1 and the California Family Rights Act (CFRA) laws and regulations.

6.5.5 An employee's twelve (12) work weeks of parental leave will also run concurrently with the employee's entitlement to take leave under the Family Medical Leave Act (FMLA) to the extent applicable.

6.5.6 The twelve (12) workweek period of parental leave will be reduced by any period of sick leave, including accumulated sick leave, taken during the period of parental leave.

6.5.7 After an employee exhausts all available sick leave, including accumulated sick leave, the employee will be compensated no less than fifty percent (50%) of the employee's regular salary for the remainder of the twelve (12) week period in accordance with the terms and condition of the Education Code section 45196.1.

6.5.8 Employees may not receive more than twelve (12) work weeks of parental leave within a twelve (12) month period.

6.5.9 Parental leave must be completed within twelve (12) months of the birth or the placement of the child. Requests for such leave will be filed with the District as early as possible and at all times at least thirty (30) days prior to the beginning of the requested leave.

6.5.10 Unpaid Childcare Leave - The District may also grant unpaid child care leave Subsection 6.11, Leave without Pay, will review the parameters required for additional unpaid leave.

6.5.11 Parental Leave - Consistent with Education Code section 45196.1, when an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of parental leave pursuant to Section 12945.2 of the Government Code (California Family Right Act (CFRA)), the amount deducted from the salary due to them for any of the remaining portion of the twelve (12) workweek period in which the absence occurs will be consistent with Education Code section 45196.1.

6.5.11.1 The twelve (12) work week period of parental leave will be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.

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

6.5.11.3 This parental leave taken pursuant to this section, Section 6.5, will run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code (CFRA). The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code will not exceed twelve (12) workweeks in a twelve (12) month period.

SECTION 6.7 - Bereavement Leave

6.7.1 Employees will 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 spouse'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, stepparent, step child, or any relative living in the immediate household of the employee.

~~Upon request, the employee must provide proof of the qualifying relative to verify the need for this leave. Verification may include but is not limited to death certificate, published death notice, and/or obituary.~~

The five (5) days leave may be taken intermittently within a reasonable time frame, within a twelve (12) month period.

6.7.2 The Assistant Superintendent of Human Resources, the Superintendent, or designee, may, upon request, grant bereavement leave in special circumstances for the death of an individual not identified under Section 7.7.1 above. ~~Employees 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 in the above subsection 7.7.1.~~

6.7.3 Employees will follow district procedures for reporting absences whenever possible. ~~of the bargaining unit will 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 an unauthorized~~

~~absence. Exceptions to this provision may be made in the event of an emergency.~~

SECTION 6.12 - Catastrophic Leave

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

- 6.12.1.1 The employee is suffering from an incapacitating illness or injury which is expected to continue for an extended period of time, as verified by the attending physician, and which prevents the employee from performing their regularly assigned work with or without accommodation. Verification **from the attending physician** will set forth the incapacitating nature of the illness or injury and expected length of absence.
- 6.12.1.2 The time off work must create a financial hardship for the employee because they have exhausted all accrued sick leave and any other **accrued leave provided in Article 7 Leaves paid time off.**
- 6.12.1.3 Eligibility for catastrophic leave credits will run concurrently with FMLA Subsection 7.5.5, CFRA Subsection 7.5.4, SDI Section 6.7, and Extended Disability Leave Section 7.3 and **must** may be used **within** only for the remainder of the ~~school year, but in no event longer than~~ twelve (12) consecutive calendar months following the start of the illness/accident absence.
- 6.12.1.4 Employees will not be eligible to use catastrophic leave credits unless they have previously donated sick leave credits to the reserve. Previously donated, as used in this paragraph, means having donated sick leave credits during the annual period as defined in Section 7.11.2 below.
- ~~6.12.1.5 Catastrophic leave credits may be used only in full-day increments.~~

6.12.1.6 The District will publish guidelines for application for Catastrophic Leave, including a description of the process for approval or disapproval of such leave on the District website.

6.12.2 Procedures for Contributing Sick Leave Credit

6.12.2.1 Employees may contribute only one (1) sick leave day in any one (1) fiscal year. **“Day” for the purposes of donating sick leave credit is the equivalent hours of the paid regular work day for the employee donating the credit.**

6.12.2.2 This catastrophic leave provision will not be in effect for any school year in which the **Catastrophic Leave Bank falls below a balance three hundred and seventy-five hours (375) and where** a solicitation of days is made **that does not result in** and a minimum of fifty (50) employees in the unit **contributing** fail to make a contribution of sick leave credits.

If the Catastrophic Leave Bank falls below three hundred and seventy-five hours (375) and a minimum of fifty (50) classified employees do not volunteer to contribute leave in a certain year, then the District and Union may meet to review the Catastrophic Leave Section including the possibility of discontinuing Catastrophic Leave for classified staff. ~~this fifty (50) employee minimum is not achieved in two (2) consecutive years,~~

In the event the District and Union mutually agree to discontinue the Catastrophic Leave Bank for classified employees, ~~the catastrophic leave provision in this article will automatically be rescinded and any unused sick leave credits in the catastrophic leave reserve will be returned,~~ **in full or** on a proportionate basis ~~if need be,~~ to those who donated credits and who did not use any catastrophic leave benefits.

6.12.2.3 Sick leave credits may be contributed annually from July 1st through November 1st of each school year. Employees

~~hired~~ ~~employed by the district~~ after November 1st may donate to the sick leave bank within the first thirty (30) calendar days of employment.

6.12.2.4 Contributions of sick leave credits are irrevocable and will be donated in full day increments only as defined in Section 6.12.2.1.

6.12.2.5 Only employees who have contributed days to the catastrophic leave bank are eligible to apply for catastrophic leave ~~use it.~~

6.12.3 Joint Union-District Catastrophic Leave Committee

6.12.3.1 A joint Union-District Committee composed of two **(2)** representatives for each party and an alternate of each party will administer the provisions of this article.

6.12.3.2 The duties of the joint committee established by this section will include the following:

- a. Determine and certify that the employee is eligible for catastrophic leave based on their contribution to the program and physicians' verification of illness.
- b. Determine the number of days to be granted based on available days in the bank and the estimated length of absence, if any, also considering such factors as ~~the anticipated duration of the illness,~~ previous use of sick leave and leave pursuant to this section, and length of service.
- c. ~~The committee will~~ Follow the established procedures for approving or denying Catastrophic Leave Requests ~~work with the District to establish procedures for the catastrophic leave process. Any procedures established will have the express approval of both parties. The committee will act prudently to ensure that a sufficient number of days~~

~~are in the catastrophic leave bank to meet anticipated needs.~~

~~d. Approve and designate appropriate forms for donating and requesting catastrophic leave credits.~~

~~e. Determine method of proration for sick leave days returned to donor upon discontinuance of the program~~

6.12.3.3 The joint committee may request that an applicant for catastrophic leave apply for PERS disability allowance or **State Disability Insurance (SDI)** in lieu of using the leave provided in this section.

SECTION 13 – Other Leaves

6.13.4 **Victims of Domestic Violence, California Labor Code sections 230 and 230.1 allow the use of FMLA and other applicable leave for Victims of Domestic Violence. Please consult District policy or the Human Resources Office for more information.**

Article 7 - Evaluations

Effective upon ratification of this Agreement by both Parties, the Parties agree to the following revisions to Article 7:

SECTION 7.2 Evaluation of Supervisors

~~7.2.1 Upon written mutual agreement by manager and supervisor, the probationary period may be extended by four months provided the employee received an evaluation before the end of the fourth (4th) month of their probationary period. A subsequent evaluation will be completed at the midpoint of the extension period.~~

Article 8 - Safety

Effective upon ratification of this Agreement by both Parties, the Parties agree to the following revisions to Section 9.4 regarding District uniforms:

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

Article 10 - Wages

Effective upon ratification of this Agreement by both Parties, the Parties agree to the following revisions to Article 10 regarding the following:

SECTION 10.4 - Professional Growth

10.4.1 Permanent employees, who meet the requirements, will be eligible for a professional growth increment every three (3) years, to a maximum of three (3) increments. **Professional growth increments once earned will be paid to the employee each month for the duration of their employment with SUHSD under the AFSCME Supervisors CBA.**

10.4.3 Eligible employees will be granted ~~fifty~~ ~~thirty~~ dollars (**\$50.00** ~~\$30.00~~) per month, prorated to the work year and workday of the individual employee for eight (8) semester units or twelve (12) quarter units from an accredited college, university, or approved adult education course. A transcript must be provided to the Human Resources Department as proof of completion. Credit for adult education courses will be equated as follows:

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

Article 11 - Holidays and Vacation

Effective upon ratification of this Agreement by both Parties, the Parties agree to the following revisions to Article 11 regarding Paid Vacation:

SECTION 11.1 - Paid Holidays

Employees will be allowed the following paid holidays if said holiday falls within the employee's assigned work year:

- Independence Day

- Labor Day
- Veterans' Day
- Thanksgiving Day
- The Friday following Thanksgiving
- December 24
- December 25
- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- **Juneteenth**

Article 12 - Reclassification.

Effective upon ratification of this Agreement by both Parties, the Parties agree to the following revisions to Article 12 regarding Classified Supervisors Reclassification Process:

SECTION 12.1 - RECLASSIFICATION DEFINED

12.1.1 Reclassification: Management Rights

It is understood and agreed that the District maintains its authority to determine, direct, supervise, and manage positions and job descriptions to the fullest extent of the law. The Board retains the right to hire, classify and assign employees.

12.1.2 Reclassification: Organizational Rights

It is understood and agreed that the Union will be provided with the opportunity to meet and confer regarding all reclassification requests, job studies, job description updates and/or changes, and the development of new job descriptions/classifications pertaining to the represented classified unit prior to any changes being approved and/or implemented.

12.1.3 Reclassification: Purpose

12.1.3.1 Incumbents of a position may submit a request for reclassification. Reclassification may be to that of an existing classification, may be a review and update of

the current classification, or it may be determined that no change is necessary.

12.1.3.2 The Reclassification process does not require a change in salary schedule placement although a change in salary schedule placement may be a result of the process.

12.1.3.3 It is understood that reclassification can only be made based on the position and not based on individual incumbents. Any reclassification of a position will affect all incumbents of that classification.

12.1.4 Reclassification Committee

The District and AFSCME will form a committee composed of the Union Business Agent (advisory) and three (3) union members appointed by the Union President, and the Assistant Superintendent of Human Resource or their designee and one (1) additional member designated by the District. In addition to the committee members, the committee may bring in employees to provide additional information and to assist with data gathering. The Reclassification Committee will be tasked with reviewing all documents and providing input regarding proposed changes and updates to the classification under review. The Reclassification Committee will provide a recommendation based on their review to the Superintendent for consideration.

12.1.4.1 Committee Members will be selected based on the position under review.

SECTION 12.2 - RECLASSIFICATION PROCESS

16.2.1 The request window will open on the first workday in August. A request for reclassification, in the form of the POSITION INFORMATION QUESTIONNAIRE, may be initiated by the incumbents. The POSITION INFORMATION QUESTIONNAIRE shall be submitted to the Assistant Superintendent of Human Resources by October 1.

16.2.2 The Assistant Superintendent of Human Resources will attach the POSITION INFORMATION QUESTIONNAIRE to the

SUPERVISOR'S REVIEW FORM and forward the request through the succession of supervisors. The Assistant Superintendent of Human Resources will verify that all current incumbents and Supervisors of the position under review have had an opportunity to provide information and input.

12.2.3 The Reclassification Committee will meet within fifteen (15) working days after October 1. The review process time frame may vary and will be concluded with a formal recommendation in writing to the requesting party no later than May 1, at which time the recommendation will be forwarded to the Superintendent for consideration. If approved by the Superintendent and the Board of Education, the reclassification will be effective July 1 of the subsequent school year. The District retains the right to make the final decision on reclassification requests in accordance with Section 1 of this policy and the AFSCME/SUHSD Classified Collective Bargaining Agreement.

SECTION 12.3 - RECLASSIFICATION CRITERIA

12.3.1 The following criteria shall be used in the consideration of a reclassification:

12.3.1.1 That the duties under review belong to the specified classification and are not the result of working out of classification.

12.3.1.2 That any increase in duties and complexity are the result of the evolution of the position and not the result of staffing absences and/or vacancies, or due to an increase in student/staff population.

12.3.1.3 That the position is being evaluated and not individual incumbents.

12.3.1.4 That the position and responsibilities have evolved beyond the documented examples of duties and requirements that are provided in the current job description.

12.3.1.5 Review of Committee Findings and the Recommendation to the Superintendent

12.3.2 In the event that a recommendation for reclassification is the result of the Reclassification Committee review, the Superintendent has the discretion to accept, modify or override the recommendation. The decision of the Superintendent will not be subject to the grievance process.

Article 13 - Layoffs

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

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

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

15. Article 10 – Wages

a. 2023-2024 School Year-Ongoing

Effective retroactive to July 1, 2023, the District shall increase the 2022-2023 AFSCME Supervisors' salary schedules by seven- and three-quarter percent (7.75%) for the 2023-2024 school year. This July 1, 2023, seven- and three-quarter percent (7.75%) salary schedule increase completely resolves negotiations for the 2023-2024 school year.

b. 2024-2025 School Year-Reopeners

The Parties agree to reopen negotiations regarding salary and health and welfare benefits negotiations and committee work for the 2024-2025 school year.

INFORMATION SECTION

This information section is provided for the assistance of unit members:—

Schedule No.—

~~18.0 Food Service Supervisor~~

~~18.5 Warehouse Supervisor~~

~~19.0 Transportation Supervisor~~

~~20.0 Plant Manager~~

~~20.5 No Classification~~

~~21.0 Lead Plant Manager~~

~~24.5 Accounting and Payroll Supervisor~~

INFORMATION SECTION

~~Layoff: Procedures for layoff are found in Education Code Sections 45298 and 45308.~~

~~The section includes such language as:~~

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

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

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

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

~~Kin Care — In compliance with California Labor Code Section 233 and 234, an employee may use up to 50% of the sick leave accrued within the current calendar year.~~

~~for illness in the immediate family, defined as child, parent, spouse or domestic partner, without negative consequences to his/her attendance or performance record. It is understood that the rights under the Kin Care law run concurrently with the rights under Article VI, Section 10.~~

For AFSCME Supervisors

Brian Olin
JOH

Dated: 11-20-2023

[Signature] Union Rep

11-20-2023

For Sequoia Union High School District

[Signature]

Dated: 11-20-2023