

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFSCME, Local 829**

**and the**

**SEQUOIA UNION HIGH SCHOOL DISTRICT  
Redwood City, California**

**Office, Technical and Paraprofessional &  
Maintenance and Operations Bargaining Unit**

**July 1, 2023 – June 30, 2025**

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## PREAMBLE

This Agreement is made and entered into this November 27, 2023 between the Board of Trustees of the Sequoia Union High School District (hereinafter referred to as "the District") and American Federation of State, County and Municipal Employees Council 57, Local 829 (hereinafter referred to as "the Union").

## ARTICLE 1 - RECOGNITION

The District recognizes the American Federation of State, County and Municipal Employees, Counsel 57, Local 829, as the exclusive agent for the classifications in the section Class Specifications found at the end of this agreement.

## ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 It is understood and agreed that the District maintains all of its powers and authority to direct, supervise, manage and control to the fullest 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 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 2.3 In accordance with Government Code Section 3543.2, all matters not enumerated within the scope of representation are reserved to the District.
- 2.4 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of Article 10, Grievance Procedure.
- 2.5 The rights of management contained in this clause shall not be subject to the grievance procedures contained in Article 10, Grievance Procedure, of this Agreement.

## ARTICLE 3 - ORGANIZATIONAL RIGHTS

### SECTION 3.1 - Union Rights

- 3.1.1 Union business, discussions, and activities shall be conducted by employees or Union officials outside established work hours as defined in Article 4, Hours of Employment, herein.
- 3.1.1.1 District agrees to provide the Union with the opportunity to meet with newly hired bargaining unit employees during their New Employee Orientation as scheduled by the District, as follows:
- a. The District shall provide the Union with ten (10) work days advance written notice or notice as soon as the District has determined the date of New Employee Orientations. The notice shall include the location and time of the orientation and the period of time set aside for Union access. During the orientation, the Union shall be provided with up to thirty (30) minutes to meet with new employees.
  - b. The District shall provide to the Union (1) the name, (2) job title (3) department, (4) work location, (5) work, home, and/or personal cellular telephone number, if provided, and (6) home address of any new employee within thirty (30) work days of hire or by the last workday of the month following the month of hire. The information described in this section shall be provided to the Union by the first work day of every one hundred and twenty (120) work days for all bargaining unit employees.
- 3.1.1.2 When practicable, the Union President or their designee shall provide their supervisor with advance notice of the meeting and specify the Union purpose for the meeting.
- 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 the requested facility is available.
- 3.1.3 The District authorizes the Union use of the District's electronic and paper mailboxes (consistent with the Sequoia Union High School District Employee Technology Use Agreement), and bulletin board spaces designated by the building 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 Assistant Superintendent of Human Resources 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 shall not post or distribute information which is derogatory or defamatory of the District or its personnel or of a political nature. Violation of this subsection shall 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 District policy or procedure.
- 3.1.4 Union officers and stewards may contact employees during their lunch and rest breaks, provided that they do not interrupt the instructional program or other work of the employees or themselves. Officials of the Union who are not District employees shall obtain prior approval from the Assistant Superintendent of Human Resources or their designee before visiting an employee on the premises of any District site.
- 3.1.5 The Assistant Superintendent of Human Resources or their designee may grant the Union use of District space and/or equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and Board Policy 1330 as long as the use of such equipment does not interfere with the normal student instruction or work production of the District. The Union shall pay for the cost of all materials and supplies incident to each use.
- 3.1.6 The District agrees to provide to the Union an electronic copy of the tentative budget for the ensuing year at the time the budget is under consideration by the Board of Trustees.
- 3.1.7 The District agrees to provide an electronic copy of the board agenda, the agenda background with supportive material, and the unapproved minutes to the Union as soon as they are available.
- 3.1.8 Employees who are Union members and official delegates to Union conferences and conventions shall be allowed up to five (5) days leave with pay per year for the purpose of attending such conferences and conventions, provided the Union reimburses the District for the cost of the substitute, if any. Absences must have the approval of the Union member's immediate supervisor, the Assistant Superintendent of Human Resources and shall not interfere with the work of the District. The respective employee needing time off must follow the Local 829

process and get preapproval from the Local in advance for all costs associated with reimbursing the District for a substitute.

- 3.1.9 No school site may waive any of the terms of this Agreement without the express written approval of the Union Business Agent and President

## SECTION 3.2 - Organizational Security

### 3.2.1 Union Membership

- 3.2.1.1 Each employee of the bargaining unit is free to join or refrain from joining AFSCME, Local 829. Application for and revocation of membership with the Union shall be subject to terms set forth on the AFSCME Membership Application

- 3.2.1.2 Any employee who is a member of AFSCME, Local 829, or has applied for membership shall be given to the union for processing.

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

### 3.2.2 General

- 3.2.2.1 All Union membership dues deducted by the District shall be remitted to the Union, accompanied by a list of all unit members categorized as to membership, 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 membership dues until the pay period commencing ten (10) work 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.

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

### 3.2.3 Indemnity

3.2.3.1 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 days after written demand by the District, the District may deduct such expenses from future dues remitted to the Union. Article 3, Organizational Security, shall not be subject to the grievance process.

### 3.2.4 Contracting Out

3.2.4.1 The District agrees not to contract out work that would result in layoffs or reduction in regularly assigned hours and/or wages. The District reserves the right to contract out work in accordance with Board Policy 3312 and California Education Code 45103.1, or during an extended absence of an employee for whom no qualified substitute is available.

3.2.4.2 Use of Community Volunteers – The District agrees it shall not use community volunteers to perform work that has customarily and routinely been done by bargaining unit employees.

### 3.2.5 Advance Notice

3.2.5.1 Regarding the District's exercise of the powers and authorities described above, the Union, if affected, shall be given advance written notice of a minimum of ten (10) business days of any proposed change in policy, rule, regulation or practice directly relating to matters within the scope of representation, wages, hours and working conditions and shall be given the opportunity to meet with the appropriate management representatives prior to adoption.

3.2.5.2 In cases of emergency when the foregoing procedure is not practical or in the best public interest, the District may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Union shall be provided with the notice

described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

## ARTICLE 4 - HOURS OF EMPLOYMENT

### SECTION 4.1 - Work Week

- 4.1.1 The work week for full time employees shall be thirty-seven and one-half hours (37.5). Full time employees shall work seven and one-half (7.5) hours per day.
- 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.
- 4.1.3 The work week shall consist of five (5) consecutive work days for all employees rendering service averaging four hours (4) or more per day during the work week.
- 4.1.4 The District retains the right to extend the regular workday or work week when it is deemed necessary to carry out the District's business. It is understood that management shall not make a change in the work week solely for the purpose of avoiding overtime pay.

### SECTION 4.2 - Work Day

- 4.2.1 The work day for all employees shall be established and regularly fixed by the District in order to meet the District's interests as defined by the District. The District's interests may require variations in the beginning and ending of the work day for individual employees.
- 4.2.2 When a short term or permanent change in work shift is necessary, the District shall notify the employee in writing at least ten (10) work days prior to the change of the work shift with a copy of the notice provided to the Union. When the ten (10)-day notice is not feasible, the District shall notify the employee and Union as soon as practicable regarding the change in shift and provide the employee, with Union representation if requested, the opportunity to meet and discuss the change.
- 4.2.3 The District shall provide a method for daily check-in and check-out at each site.

### SECTION 4.3 - Lunch Period

- 4.3.1 Employees who render service of at least five (5) consecutive hours per day shall be provided a thirty (30) minute non-compensated lunch period. Employees who render service of at least six (6) hours per day shall be provided a thirty (30) or forty-five (45) minute non-compensated lunch period. The lunch period shall be assigned by the immediate supervisor to be taken as close to the midpoint of service as administratively practicable. The times for the meal break shall be approved by the immediate supervisor at the beginning of each school year but shall not be during the first or last hour of the workday.

4.3.1.1 In the event that a bus driver or a dispatcher does not have an available opportunity to take their regularly scheduled lunch break as per subsection 4.3.1, they shall take their lunch break during the last hour of the workday.

4.3.2 Both parties agree that because of the nature of their work, special services aides may, at the direction of the principal or designee, be called upon for campus control during their lunch period. It is understood that the special services aides required to interrupt their lunch period shall complete the lunch period later in the same day.

4.3.2.1 Nothing in this subsection is intended to require a special services aide to remain on campus during their assigned lunch period provided prior notification is given to the principal or designee of intent to leave.

4.3.3 "Immediate supervisor" as used in this section means classified supervisory employees or certificated and/or classified management employees having line authority over the position.

#### SECTION 4.4 - Rest Period

4.4.1 Employees working a seven and one-half (7.5) hour day are permitted two (2) fifteen-minute (15) rest periods during the working day. Employees working for four (4) to seven (7) hours are permitted one (1) fifteen-minute (15) rest period per day. Employees working less than four (4) hours are not permitted a rest period. The rest period herein described shall be taken at the direction of the immediate supervisor and shall be near the midpoints of each half of the working day.

4.4.2 Rest periods may be observed on or off the school or District Office premises. If leaving the school site or District premises, the employee must notify their immediate supervisor prior to leaving and return on time. If traveling during a rest period, travel time is included in the fifteen-minute (15) break.

4.4.3 "Immediate supervisor" as used in this section means classified supervisory employees or certificated and/or classified management employees having line authority over the position.

#### SECTION 4.5 - Grounds

4.5.1 The hours of work for the grounds department shall be set according to the needs of the District. The District shall meet and confer with the Union before changing the work hours of grounds employees.

## ARTICLE 5 - TRANSFERS

### SECTION 5.1 - Definitions

- 5.1.1 Transfer – A change of location (site) within classification or a change in shift assignment. “Shift” in this Article is defined as “day” or “night” shift. (Night shift starts between 2 p.m. and midnight).
- 5.1.2 Voluntary Transfer - A transfer of an employee initiated at the request of the employee.
- 5.1.3 Involuntary Transfer - A transfer of an employee initiated by a decision of the District.

### SECTION 5.2 - Voluntary Transfers within Classification

- 5.2.1 An employee may request a voluntary transfer, within their classification, to fill a posted vacancy to take effect during the school year or at the beginning of the next school year. In either event, the request shall be made on a "Request for Transfer" form and sent to the District Human Resources Department prior to the close of the posting period. The form shall include the position title, location of the vacancy and a current copy of the employee’s resume.
- 5.2.2 Job announcements shall be posted and accessible via seq.org and shall remain open for a minimum of ten (10) working days. Whenever administratively practicable the posting period shall include some work days when the schools are open. It is the employee’s responsibility to verify vacancies for voluntary transfer requests.
- 5.2.3 Consideration shall be given to all employees who request a voluntary transfer within their classification and who meet the established qualifications for the vacancy. However, the final selection is at the discretion of the District.
- 5.2.4 When interviewing for a position, the Human Resources department, or designee, shall consider, but not be limited to, the employees’ length of service to the District, involvement in District supported training programs, and experiences related to the upgrading of skills, quality of job performance, and job aspiration.
- 5.2.5 For transfer requests not granted, employees shall be notified in writing by the Assistant Superintendent, Human Resources or designees, of the reason(s) for the denial of the transfer.
- 5.2.6 Probationary employees of the District are not eligible to be considered for voluntary transfers.

### SECTION 5.3 - Involuntary Transfers

- 5.3.1 Classified personnel covered by this Agreement are district-wide employees, and they may be transferred in accordance with the needs or efficient functioning of the District as defined by the Superintendent or designee.
- 5.3.2 Involuntary transfers may be made at any time, provided the employee is given a minimum of a ten (10) working days advance written notice, and the Union President or their designee has met and conferred on the potential change. The employee transferred shall possess the requisite skills for their new position. A conference shall be held with the affected employee prior to receiving the notice of transfer. In no case shall the employee be transferred involuntarily without the opportunity for a conference prior to the transfer. The Union shall be provided with a copy of the involuntary transfer notice prior to the effective date of the transfer.
- 5.3.3 Employees who are involuntarily transferred shall, when requested in writing by the employee or the AFSCME representative, be notified in writing by the Assistant Superintendent, Human Resources, or designee, of the specific reasons for the transfer.
- 5.3.4 In the event of a necessary reduction of force, outside of Article 11, Discipline, for employees receiving premium shift pay, involuntary transfer to regular shift shall be in inverse order of seniority.

### SECTION 5.4 - Miscellaneous

- 5.4.1 All transfers shall be confirmed in writing by the Human Resources Department.
- 5.4.2 The procedures of this Article shall be subject to the grievance procedure under Article 10, Grievance Procedure, of this Agreement; however, the final involuntary transfer decision is not subject to the grievance procedure.

## ARTICLE 6 - HEALTH AND WELFARE

### SECTION 6.1 - Coverage

- 6.1.1 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.
- 6.1.2 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 shall 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.
- 6.1.3 (Office, Technical and Paraprofessional Classifications)  
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.
- 6.1.4 (Maintenance and Operations Classifications)  
The District agrees to provide eligible employees with full premium cost for district-provided group vision benefits for single, two party or family coverage as applicable.
- 6.1.5 The District shall 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.
- 6.1.6 Employees and their domestic partner meeting the criteria in Section 6.2, Eligibility, shall be eligible for coverage provided in this section.
- 6.1.7 Health and Welfare benefits shall be provided through a cafeteria fund. The fund shall provide eligible employees with single, two-party, or family premiums to enable the employee to select any available SISC HMO health plan. The fund amounts shall 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 shall be paid through the cafeteria fund described as follows:
- 6.1.7.1 The cafeteria fund shall be sufficient to provide each active employee with health, dental, and vision (vision as described in subsections 6.1.3/6.1.4) 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 shall be set at the highest SISC HMO premium for the coverage selected.

6.1.7.2 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.

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

6.1.9 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.

6.1.9.1 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, shall receive cash back equal to fifty percent (50%) of the single party premium amount for Kaiser. This payment shall be allocated to the employee on a monthly basis, prorated for part-time employees. For employees participating in the cash-in-lieu option program, the cafeteria fund defined in Section 6.1.7 of this Article shall be reduced by the amount of the highest two-party or family HMO premium, as applicable.

- 6.1.9.2 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.
- 6.1.9.3 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 shall be considered as taxable income in compliance with IRS rules. Both the District and the employee are liable for applicable taxes as with any other salary disbursement.
- 6.1.9.4 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 6.1.9 of this Article. To be eligible for the cash-in-lieu program, both employees must be employed by the District and approved for the cash-in-lieu program by December 31, 2022.
- 6.1.9.5 Only employees receiving the Cash Back Option effective December 31, 2022 shall have the option to continue to receive the Cash Back Option benefit under the SISC medical plan, as long as they continuously provide proof of alternate medical coverage as listed above. The legacy employees on the Cash Back Option shall only receive the option as long as they maintain the participation requirements. If the legacy employee does not provide proper proof of coverage or opts to receive medical coverage through SISC, they shall no longer be eligible for the Cash Back Option and cannot revert to the Cash Back Option in the future.
- 6.1.9.6 All employees hired starting January 1, 2023 and moving forward shall not be eligible for the Cash Back Option.
- 6.1.10 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 6.1.7 of this Article shall be reduced by the amount of the full dental premium.

- 6.1.11 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 shall continue to pay the cost of either or both premium(s) while still providing the employee with the cash-in-lieu program as stated above.
- 6.1.12 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 this Section 6.1, Coverage, who opt out of receiving health and welfare benefits, shall not be entitled to participate in the cash-in-lieu program, except as expressly permitted in other Sections of this agreement.
- 6.1.13 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.
- 6.1.14 Employees on extended disability leave provided by Article 7 Section 7.3, Leaves, of this Agreement shall be eligible to receive the same district paid health, dental, and vision group insurance they were receiving immediately prior to taking such leave.
- 6.1.15 Employees hired before the fifteenth (15th) of the month shall 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 shall become eligible for health, dental and vision benefits the first day of the second month following the month of their employment.
- 6.1.16 Coverage shall terminate on the last day of the month in which the employee is separated from the District.
  - 6.1.16.1 Health, dental and vision insurance for the spouse, domestic partner or family of a deceased employee shall continue for three (3) full months beyond the month in which the employee's death occurred.
- 6.1.17 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 shall discuss other items related to health, dental, and vision benefits.

## SECTION 6.2 - Eligibility

- 6.2.1 Health and Dental Benefits - Full-time employees shall 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) shall be eligible to receive these benefits with the District contribution prorated in proportion to the percentage of full-time assignment worked by the employee. However, transportation employees regularly employed for twenty hours or more per week shall be eligible to receive full District-paid health and dental benefits.
- 6.2.2 (Office, Technical, and Paraprofessional Classifications)  
Vision Care Benefits - All employees shall be considered as eligible to receive full District-provided vision care benefits, pro-rated for part-time employees.
- 6.2.3 (Maintenance and Operations Classifications)  
Vision Care Benefits - All employees shall be considered as eligible to receive full District-provided vision care benefits.
- 6.2.4 Part-time employees who elect to participate in the health and dental benefits program shall authorize the District to deduct the amount in excess of the part-time employee's prorated District-paid share of premiums from the employee's paycheck in order that said employee's full premium may be met. Part-time employees who elect to participate in the benefits under this provision shall continue their participation for the duration of their part-time employment with the District.
- 6.2.5 Part-time employees not electing to participate in the benefits under this section shall not be eligible again to participate in dental insurance until one calendar year has elapsed from 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).
- 6.2.6 Initial Eligibility for Coverage - Employees shall become eligible for health and dental benefits the first day of the first month following a full month of employment. Coverage shall terminate on the last day of the month in which the employee is separated from the District.

6.2.7 Domestic Partner Eligibility –The District shall comply with State regulations and requirements.

### SECTION 6.3 - Long Term Disability

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

### SECTION 6.4 - Life Insurance

6.4.1 The District shall 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.

6.4.2 The District shall 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 6.5 - Health Insurance Retirees

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

6.5.1.1 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 shall retire from the Sequoia District shall be eligible to participate in the District’s benefit program through SISC.

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

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

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

6.5.3.1 Beginning on January 1, 2023, retirees who do not qualify for lifetime benefits under subsection 6.5.1.2 of this collective bargaining agreement and who were enrolled in CalPERS Medicare Kaiser or Medicare Anthem Blue Cross plan in December 2022, shall receive a maximum District contribution toward their retiree SISC Medicare Kaiser or Anthem Blue Cross premium cost of two hundred dollars (\$200) per month in subsequent calendar years. This same two hundred dollars (\$200) per month maximum District contribution toward retiree benefits shall be applied to future retirees who do not qualify for lifetime benefits under subsection 6.5.1.1 of this collective bargaining agreement.

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

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

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

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

#### 6.5.5 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 shall retire from the Sequoia District shall be eligible to participate in the District's benefit program through SISC.

##### 6.5.5.1 (Office, Technical and Paraprofessional Classifications)

The spouse or qualified partner of an eligible retired employee shall 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 shall pay SISC invoices directly and receive a monthly taxable service credit for their eligible District covered premium.

##### (Maintenance and Operations Classifications)

The spouse or qualified partner of an eligible retired employee shall continue to be covered with health insurance until the spouse has reached age sixty-five (65). After age sixty-five (65) eligible retired employees may retain health insurance coverage for their spouse or qualified partner until the spouse 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 shall pay SISC invoices directly and receive a monthly taxable service credit for their eligible District covered premium.

6.5.5.2 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.

6.5.5.3 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

6.5.5.4 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 shall be prorated in the manner provided for active employees in Section 6.1 of this Article.

6.5.5.5 “Years” as used in this section shall be defined as years of service credit as calculated by the Public Employees’ Retirement System (PERS), i.e., ten (10) months for full-time seven and one-half 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 6.6 - Flexible Spending Plan (FSA)

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

SECTION 6.7 - State Disability Insurance (SDI)

6.7.1 During the term of this Agreement, the District shall provide payroll deductions from the employee's paycheck for State Disability Insurance (SDI) premiums. If an employee is approved for SDI benefits, the District shall integrate with

employees' existing sick leave, vacation and with other benefits that currently apply in case of employee absence.

## ARTICLE 7 - LEAVES

### SECTION 7.1 - Sick Leave

- 7.1.1 Employees 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 workday, exclusive of overtime.
- 7.1.2 Employees 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.
- 7.1.3 Employees of the bargaining unit employed on or before the fifteenth (15<sup>th</sup>) of the month shall accrue sick leave from the beginning of the month.
- 7.1.4 Credit for sick leave need not be accrued prior to taking such leave, and such leave may be taken at any time during the year, provided certification is submitted as required in Subsections 7.1.7, 7.1.8, and 7.1.9 of this Section.
- 7.1.5 If an employee 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.
- 7.1.6 Employees of the bargaining unit must follow procedures established by their immediate supervisor to notify their department of an impending absence 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.
- 7.1.7 The Superintendent or their designee may require an employee to provide a written statement from a medical professional verifying the employee is under the care of a medical professional. The verification cost shall be borne by the employee; however, the District shall bear the medical cost of a medical verification if the employee is not eligible for the health benefits provided by this Agreement.
- 7.1.8 Employees of the bargaining unit absent due to surgery, serious injury or illness, or absent for five (5) or more consecutive work days, shall be provided an FMLA form that may be submitted for time off. The employee shall need a release from a medical professional to return to work with no restrictions. If the employee has restrictions for returning to work, they shall need to have an Interactive Process Meeting with Human Resources and their Supervisor.

- 7.1.9 Leave pursuant to this section is to be used for illness or injury, except as provided in Section 7.4, Personal Necessity, of this Article. In addition to use for personal illness or injury, employees may use their annual allotment for reasons described in Labor Code 246.5 and in accordance with Labor Code 233. Use of leave pursuant to this section for any other purpose shall be grounds for denial of paid leave. Employees may be required to submit proper medical verification of injury or illness.
- 7.1.10 In the event where all available sick leave has been exhausted, the employee may use vacation leave for the purpose of personal illness. The use of vacation leave for personal illness after all accrued leave has been exhausted shall not require prior approval from the direct supervisor. Eligibility for the use of leave for personal illness as outlined in section 7.1.9 must be met. The District may request verification from a medical professional as proof of eligibility for the use of vacation leave as per this section.
- Unit members, who are eligible for FMLA or CFRA leave, are required to pre-approve the use of vacation leave.
- 7.1.11 Employees of the bargaining unit absent due to surgery, injury or illness shall not be required to return from sick leave until released by medical authority. Employees who have passed probation and who have exhausted all leaves, including vacation, and have not been released by medical authority to return to work due to a non-industrial accident or illness shall be subject to the "expiration of all leaves" provisions of Education Code Section 45195. See differential pay in subsection 7.3.2.
- 7.1.12 An employee who is unable to schedule medical or dental appointments at times other than during working 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 such appointment in any one month, or more than four such appointments in any fiscal year.
- 7.1.13 If an employee is absent on paid sick leave and a holiday occurs during such absence, they shall receive the holiday pay, and the day shall not be charged against their accrued sick leave.

## SECTION 7.2 - Industrial Accident and Illness Leave

- 7.2.1 In addition to any other benefits that an employee may be entitled to under the Workers' Compensation laws of this state, employees shall be entitled to a paid leave through the District Workers Comp provider of up to sixty (60) working days in any one (1) fiscal year for each verified and approved industrial accident

or illness. This leave shall not be accumulated from year to year, and when any leave shall overlap a fiscal year, the employee 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.

7.2.1.1 For claims that are not approved, time shall be deducted from accrued sick leave followed by vacation leave. Contact the District's Employee Leaves Specialist for available options.

7.2.2 Industrial accident or illness leave shall commence on the first day of absence provided the employee submits a doctor's note/report of work injury to the Human Resources Office. The employee and Supervisor must complete the required documentation as listed on the District website, Human Resources tab.

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

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

7.2.5 The sixty (60) days of industrial accident or illness leave, as provided in Subsection 7.2.4 above, is to be used prior to coordination of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, or other paid leave shall then be coordinated with the workers compensations payments if applicable. If 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, they shall be entitled to use only so much of their 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.

7.2.6 Prior to being permitted to return to work, employees must submit a medical release to Human Resources and their Supervisor.

7.2.7 Any time an employee on industrial accident or illness leave is able to return to work, they shall, when administratively practicable, be reinstated in their classification without loss of pay status or benefit status.

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

7.2.9 Employees in the bargaining unit must notify their immediate supervisor or designee of their illness or injury and the nature of their injury when filing a

workers compensation claim. Failure to follow procedures for workers compensation may lead to disciplinary action.

### SECTION 7.3 - Extended Disability Leave

- 7.3.1 Extended disability is defined as disability of long, continued, and indefinite duration which prevents an employee from performing their usual duties. Extended Disability Leave is not intended to be used for illness of short duration.
- 7.3.2 When an employee 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; referred to as differential pay.
- 7.3.3 The differential pay provided in subsection 7.3.2 above is available only after all accumulated sick leave and earned vacation have been exhausted.
- 7.3.4 To be eligible for leave pursuant to this Section 7.3, employees must submit doctor's verification of illness to the Human Resources Department on forms provided by the District.
- 7.3.5 In case 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.
- 7.3.6 Extended disability leave is available only once in each fiscal year. The five-calendar-month period is calculated commencing with the first day of absence for the illness defined as qualifying the employee for the leave provided in this section.

### SECTION 7.4 - Personal Necessity Leave

- 7.4.1 Personal necessity is described as an uncontrollable event that must be attended to during work hours pursuant to Education Code section 45207. It is understood that Personal Necessity Leave is not vacation. Employees may use up to a single year accrual of sick leave as defined in subsection 7.1 for the purpose of Personal Necessity leave. Examples of appropriate use of Personal Necessity Leave include:
- 7.4.1.1 death of an immediate family member (as defined in Education Code 45194);

- 7.4.1.2 accidents involving the employee, the employee’s immediate family, or property of the employee or immediate family member;
  - 7.4.1.3 appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction;
  - 7.4.1.4 medical appointments for the employee’s immediate family; important family events (graduations, marriages, etc.);
  - 7.4.1.5 birth or adoption of a child; and
  - 7.4.1.6 for other reasons which may result from an uncontrollable event, expected or not, and which must be attended to during duty hours.
- 7.4.2 The use of Personal Necessity shall 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.”
- 7.4.3 District adopted procedures for reporting an absence shall be used for reporting Personal Necessity Leave. Leave must be approved by the site administrator and the Assistant Superintendent of Human Resources. Whenever possible leave should be requested and approved in advance except for the death of an immediate family member or an accident involving an employee's person, property of the person or property of an immediate family member.
- 7.4.4 Except in extreme emergencies, Personal Necessity leave shall not be taken the day immediately preceding or following a holiday.
- 7.4.5 Both parties agree that leave pursuant to this section is not to be used for concerted action of any kind.
- 7.4.6 Family School Partnership
- The Family School Partnership Act applies to parents, guardians, step parents, foster parents or grandparents of or a person who stands in loco parentis to, one or more children of the age to attend any of grades K-12, or a licensed childcare provider.
- 7.4.6.1 The employee may take up to forty (40) hours each school year for the purpose of the following child related activities as they are defined by Labor Code 230.8 as follows:

- a. to find, enroll, or re-enroll their child in school or with a licensed childcare provider, or to participate in activities of the school or licensed child care provider of their child, if the employee prior to taking the time off gives reasonable notice to the employer of their planned absence. Time off pursuant to the subparagraph shall not exceed eight (8) hours in any calendar month of the year;
- b. to address a childcare provider or school emergency, if the employee gives notice to the employer.

7.4.6.2 The employee shall utilize existing vacation, personal necessity leave or compensatory time off for leave taken pursuant to this Section 7.4. If all such personal necessity leave has been used, this shall be taken from the employee's sick leave.

7.4.6.3 The employee shall provide documentation of participation from the school, if requested by the employer.

## SECTION 7.5 - Pregnancy and Parental Leave

7.5.1 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom shall be treated as temporary disabilities, and the employee so disabled shall be eligible to use her accumulated sick leave during the period of disability, and shall be eligible for the benefits provided by 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 shall be determined and certified in writing by the employee and the employee's physician.

7.5.2 An employee shall 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 shall be granted, upon request, the above referenced two (2) days of absence with full pay for each child.

7.5.3 The Family Medical Leave Act (FMLA)

7.5.3.1 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.

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

- 7.5.5 An employee's twelve (12) workweeks of parental leave shall also run concurrently with the employee's entitlement to take leave under the Family Medical Leave Act (FMLA) to the extent applicable.
- 7.5.6 The twelve (12) workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during the period of parental leave.
- 7.5.7 After an employee exhausts all available sick leave, including accumulated sick leave, the employee shall 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.
- 7.5.8 Employees may not receive more than twelve (12) work weeks of parental leave within a twelve (12) month period.
- 7.5.9 Parental leave must be completed within twelve (12) months of the birth or the placement of the child. Requests for such leave shall 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.
- 7.5.10 Unpaid Childcare Leave - The District may also grant unpaid child care leave. Subsection 7.9.1.2, Leave without Pay, shall review the parameters required for additional unpaid leave.
- 7.5.11 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 shall be consistent with Education Code section 45196.1 (See Appendix for Education Code section 45196.1)
- 7.5.11.1 The twelve (12) work week period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
- 7.5.11.2 An employee shall not be provided more than one twelve (12) workweek period for parental leave during any twelve (12) month period.
- 7.5.11.3 This parental leave taken pursuant to this section, Section 7.5, shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code (CFRA). The aggregate amount of parental leave taken pursuant to this section and Section

12945.2 of the Government Code shall not exceed twelve (12) workweeks in a twelve (12) month period.

#### SECTION 7.6 - Military Leave

- 7.6.1 Military leave of absence shall be granted as provided by law. Advance notice of military service is required to the extent permitted by law. The District may verify military service by requesting military orders to the extent permitted by law.

#### SECTION 7.7 - Bereavement Leave

- 7.7.1 Employees 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, the employee's spouse'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 living in the immediate household of the employee.

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

- 7.7.2 The Assistant Superintendent of Human Resources, the Superintendent or their designee, may, upon request, grant bereavement leave in special circumstances for the death of an individual not identified in subsection 7.7.1 above.

- 7.7.3 Employees shall follow District procedures for reporting absences whenever possible.

#### SECTION 7.8 - Jury Duty and other Legal Responsibilities

- 7.8.1 The District agrees to grant employees of the bargaining unit 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 employee's regular rate of pay. Any amount the employee receives for jury duty shall be signed over to the District.

Employees are required to return to work during any day or portion of the day in which jury duty services are not required. The Immediate Supervisor may, when

warranted, make an exception for an employee returning to work after a partial day at Jury Duty. Any exception must be communicated in advance. Employees that work swing shift or night shift shall work with their Immediate Supervisor in advance for attendance at Jury Duty, coverage in the workplace and making sure they have adequate time off for safety.

- 7.8.2 Within one (1) workday of the employee returning to work, the employee shall provide written notice and verification to their Immediate Supervisor and the District Human Resources Department of any juror's fees received, excluding parking fees to be signed over to the District.

## SECTION 7.9 - Leave Without Pay

- 7.9.1 After three (3) years of service, an employee 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 shall not ordinarily be extended.

- 7.9.1.1 Extensions up to an additional three (3) months shall be decided on the merits of the individual case, as determined by the Superintendent or designee, only after a written request from the employee has been submitted. Any employee who fails to return to work at the end of a leave shall be terminated, unless the leave has been for illness, injury, or industrial accident, in which case the expiration of all leave 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 when that particular leave is deemed not in the best interest of the school or the District.

- 7.9.1.2 After a minimum of one (1) year of service and completing probation, an employee may apply for a parental leave of absence without pay for a period not to exceed (6) six months when approved by the Superintendent or designee. Parental leave cannot be extended past the six (6) months. Due to the nature of the leave, a minimum of sixty (60) days is required to request unpaid parental leave.

- 7.9.2 A leave of absence without pay for up to six (6) months may be granted to employees with the following conditions:

- 7.9.2.1 For a leave to study, the employee needs to have been with the District in a paid status for a minimum of seven (7) consecutive years immediately preceding the study leave.

- 7.9.2.2 For any other leave request, the employee needs to have been with the District in paid status for three (3) consecutive years or more

immediately preceding the leave. For unpaid parental leave, see subsection 7.9.1.2 above.

7.9.2.3 The employee has not had an unpaid leave during the eligibility period provided in subsection 7.9.1 and 7.9.2 above.

7.9.2.4 The employee's request is in line with Board Policy for Professional Leaves for Classified employees.

7.9.2.5 The leave is requested in writing a minimum of three (3) months prior to its use. For unpaid parental leave, see Subsection 7.9.1.2.

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

7.9.3 Employees on leave of absence without pay shall not earn vacation time, sick leave, holiday pay or other benefits provided under this Agreement.

7.9.4 Employees are responsible to check with CalPERS to understand the impact of unpaid leave on their retirement plan.

#### SECTION 7.10 - Illness in the Immediate Family

7.10.1 An employee may be granted up to four (4) days' absence per fiscal year (separate from sick leave accrual) with full pay because of serious illness in the immediate family of the employee requiring the actual presence of that employee.

7.10.2 "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 child living in the immediate household of the employee.

7.10.3 Approval for leave under this section shall be obtained from the Assistant Superintendent of Human Resources, with the employee supplying proper verification, including medical verification, as required.

#### SECTION 7.11 - Catastrophic Leave

7.11.1 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:

7.11.1.1 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

shall set forth the incapacitating nature of the illness or injury and expected length of absence.

- 7.11.1.2 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.
- 7.11.1.3 Eligibility for catastrophic leave credits shall 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 be used within twelve (12) consecutive calendar months following the start of the illness/accident absence.
- 7.11.1.4 Employees shall 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.
- 7.11.1.5 The District shall publish guidelines for application for Catastrophic Leave, including a description of the process for approval or disapproval of such leave on the District website.

#### 7.11.2 Procedures for Contributing Sick Leave Credit

- 7.11.2.1 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.
- 7.11.2.2 This catastrophic leave provision shall not be in effect for any school year in which the Catastrophic Leave Bank falls below a balance of three hundred and seventy-five hours (375) and where a solicitation of days is made that does not result in a minimum of fifty (50) employees in the unit contributing sick leave credits.
- 7.11.2.3 If the Catastrophic Leave Bank falls below three hundred and seventy-five (375) hours 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.
- 7.11.2.4 In the event the District and Union mutually agree to discontinue the Catastrophic Leave Bank for classified employees, any unused sick leave credits in the Catastrophic Leave Bank shall be returned,

in full or on a proportionate basis, to those who donated credits and who did not use any catastrophic leave benefits.

7.11.2.5 Sick leave credits may be contributed annually from July 1st through November 1st of each school year. Employees hired after November 1st may donate to the sick leave bank within the first thirty (30) calendar days of employment.

7.11.2.6 Contributions of sick leave credits are irrevocable and shall be donated in full day increments only as defined in subsection 7.11.2.1 above.

7.11.2.7 Only employees who have contributed days to the Catastrophic Leave Bank are eligible to apply for catastrophic leave.

7.11.3 Joint Union-District Catastrophic Leave Committee

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

7.11.3.2 The duties of the joint committee established by this section shall 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 also considering such factors as previous use of sick leave and leave pursuant to this section, and length of service.

c. Follow established procedures for approving or denying Catastrophic Leave Requests.

7.11.3.3 The joint committee may request that an applicant for catastrophic leave apply for PERS disability allowance or State Disability Insurance (SDI) section 6.7 in lieu of using the leave provided in this section.

7.11.4 Miscellaneous

7.11.4.1 Employees do not accrue sick leave or vacation while using catastrophic leave credits.

- 7.11.4.2 Employees receiving workers' compensation benefits for industrial illness/injury shall not be entitled to use catastrophic leave credits provided in this section.
- 7.11.4.3 Approval or denial of catastrophic leave requests by the joint committee shall not be subject to appeal or subject to the provisions of Article 10, Grievance Procedure, of this Agreement.
- 7.11.4.4 District-paid health and welfare benefits shall end when extended disability leave (differential pay) provided in Subsection 7.3.2 of this article would have ended had catastrophic leave not been granted. Employees using catastrophic leave credits beyond the five (5) months of disability leave may continue health and welfare benefit coverage by paying the appropriate premiums.
- 7.11.4.5 The maximum number of days which can be accumulated in the catastrophic leave reserve shall be no greater than the number of FTEs in the bargaining unit.
- 7.11.4.6 Catastrophic leave, if granted, shall not commence until all leaves are exhausted including sick, vacation and compensatory time.

SECTION 7.12 - Other Leave

- 7.12.1 Family and Medical Leave shall be available and administered by the District in accordance with the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).
- 7.12.2 The District shall provide leave as required by state and federal law to the extent such leave is not expressly addressed in the article.
- 7.12.3 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.
- 7.12.4 All employees, including probationary employees who have no absences pursuant to Article 7, Leaves, regarding Sections 7.1, Sick Leave, 7.4, Personal Necessity and 7.10, Illness in the Immediate Family, during a fiscal year (July through June) shall be entitled upon request to one (1) day of leave with pay on their birthday the following fiscal year. When the birthday falls on a Sunday, the succeeding work day that is not a holiday is deemed to be the birthday. When the birthday falls on a Saturday, the preceding day that is not a holiday shall be deemed to be the birthday.
  - 7.12.4.1 When the birthday falls during a week or month when the employee is not assigned to work, the employee 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.

- 7.12.5 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.

#### SECTION 7.13 - Organizational Leave

- 7.13.1 See section 3.1.8

## ARTICLE 8 - EVALUATION PROCEDURES

### SECTION 8.1 - Time of Evaluation

- 8.1.1 Employees shall be formally evaluated annually.
  - 8.1.1.1 Probationary employees shall be evaluated prior to the end of the six-month probationary period.
- 8.1.2 Every employee shall be evaluated, annually, by their designated administrator or supervisor and shall be reviewed by the Human Resources Department by the end of June of each year. With a satisfactory review, the employee shall receive their step increase effective: January 1<sup>st</sup> or July 1<sup>st</sup> (if they are not at the top of the pay scale).
- 8.1.3 In cases where the employee reports directly to a classified supervisor, (i.e. grounds or maintenance) the supervisor shall complete the evaluation.
- 8.1.4 The District shall provide training to administrators and supervisors on evaluation, employee supervision and discipline. The District shall monitor the evaluation process to ensure evaluations are submitted annually.
- 8.1.5 If an employee does not receive an evaluation, the employee shall automatically receive their step increase.
- 8.1.6 An employee who receives an "unsatisfactory" evaluation shall not advance a step on the salary schedule, including longevity increases, unless job performance improves such that the employee receives a satisfactory evaluation.
  - 8.1.6.1 In this circumstance, the employee shall be re-evaluated by their supervisor at the end of each three (3) month interval until the evaluation is satisfactory or employment is terminated. The employee shall not move on the salary schedule until the next annual evaluation cycle, usually in May or June of each school year.

### SECTION 8.2 - Procedure for Completion of Evaluation Forms

- 8.2.1 Evaluations shall be made on standard District forms. The original shall be sent to the Human Resources Department; one (1) copy shall be retained by the designated administrator; one (1) copy shall be given to the employee.

### SECTION 8.3 - Procedure for Evaluation Conference

- 8.3.1 The completed evaluation form shall be shown to the employee being evaluated and each item discussed. Employees may sign the report, and may write any

comments they feel are necessary. Signing the report does not indicate that the employee agrees or disagrees with the report but merely that the employee has seen it. If the employee refuses to sign the evaluation, the Supervisor shall note the date and time the document was reviewed with the employee and that the employee chose not to sign the form. Regardless of a signature, the evaluation is the record of the employees' performance and shall be placed in the employee's personnel file.

8.3.2 Comments for attachments to the evaluation may also be submitted by the employee within ten (10) working days following the evaluation conference and shall be attached to the evaluation.

8.3.3 The immediate supervisor shall meet with an employee concerning areas of work that need improvement. If improvement is not forthcoming, a formal conference shall be held and recorded with both parties acknowledging this conference.

8.3.3.1 The supervisor must specifically itemize the problem areas and provide examples and specific steps required for improvement (these items should not be a surprise to the employee).

8.3.3.2 The supervisor must provide a specific time line within which improvement is to be demonstrated.

8.3.3.3 The data required in Subsections 8.3.3.1 and 8.3.3.2 above shall be in writing and signed by both parties, copies of which shall be given to the employee.

8.3.4 At the conclusion of this time, if improvement does not meet with the expectations as outlined, the supervisor shall officially record the evaluation on the District evaluation form. A copy of the evaluation form shall be sent to the Human Resources Department. The employee may sign the form; however, the signature does not indicate agreement with the evaluation. The employee retains the right to attach a statement listing the objections per Section 8.4 below.

#### SECTION 8.4 - Employee Evaluation Request for Review

8.4.1 Employees who feel that there are statements in their evaluation that are false and/or derogatory statements, new expectations and/or any item that has not been reviewed and discussed during the timeframe of the evaluation period should seek satisfaction at the first step possible through normal channels in the following sequence.

a. Have a meeting with the Evaluator

b. Have a meeting with Human Resources

## SECTION 8.5 - Miscellaneous

8.5.1 Annual evaluations are not subject to the grievance process.

## ARTICLE 9 - SAFETY

### SECTION 9.1 - General

- 9.1.1 The District shall provide a place of employment which is healthy and safe. An employee shall not be required to perform duties under conditions which pose an immediate and serious threat of harm to the employee, provided that the employee has taken reasonable means within their discretion to remedy the situation.
- 9.1.2 Nothing in this section is intended to excuse any employee from carrying out their assigned duties.
- 9.1.3 The Union shall cooperate with the District in eliminating safety and health hazards. The District, the Union, and the employees recognize their obligation and/or rights under existing federal and state laws with respect to safety and health matters.
- 9.1.4 Each employee has a personal responsibility for the cleanliness and safety of their office, District vehicle and/or work area, and shall perform all work in a safe manner, wearing appropriate safety gear/equipment. It is understood that the provisions of this subsection do not require employees to perform custodial duties, unless it is a part of their job description.
- 9.1.5 Should an employee identify a condition which appears to be unsafe, the employee shall attempt to restore safety, if it is within the employee's capabilities. Then the employee shall immediately notify their principal or supervisor. The situation shall be investigated by qualified personnel and the situation corrected if the District deems it to be unsafe.
- 9.1.6 Employees may request an ergonomic evaluation by following the procedures provided on the District website and notifying their supervisor.

### SECTION 9.2 - Safety Committee

- 9.2.1 The supervisor may seek the advice of an ad hoc safety committee composed of two (2) unit members appointed by the Union President and two (2) representatives of management to review and make recommendations regarding specific complaints of unsafe conditions in the workplace.

### SECTION 9.3 - Examinations and Tests – (Fees)

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

SECTION 9.4 - Tools, Equipment, Clothing

9.4.1 The District shall provide and launder, as appropriate, District-required protective clothing for automotive and maintenance personnel.

9.4.2 The District shall provide all employees with the tools and equipment which are necessary to perform assigned jobs.

9.4.3 Employees in the following classifications shall, upon request and with proper receipts, be reimbursed up to two hundred and fifty dollars (\$250) for the cost of work boots or up to one hundred fifty dollars (\$150) for the cost of closed toed, full coverage non-slip shoes as required for their specific classification/job title. Employees must check with their direct supervisor for the specific requirements for work boots or shoes to be in compliance with safety needs of the District.

Classification	Boots (\$250) Shoes (\$150)	Eligibility Time Frame
Food Service Workers	Shoes	Annually
Grounds Series	Boots	Annually
Maintenance Series	Boots	Annually
Operations Series	Shoes	Annually
Technology Series	Shoes	Annually
Bus Drivers	Shoes	Annually
Mechanic Classifications	Boots	Annually
Warehouse Series	Shoes	Annually
Campus Security Aides	Shoe	Annually

9.4.3.1 District provided shoes shall be closed toed, non-slip shoes providing full foot coverage. Slip on shoes shall not be allowed.

9.4.3.2 In case of emergency, for damage or other immediate necessity, the District shall offer a second pair of boots/shoes at the discretion and pre-approval of the Department Head.

- 9.4.3.3 Employees needing work boots may request a purchase order for boots through Redwood Trading Post (located in Redwood City), instead of reimbursement.

#### SECTION 9.5 - Attacks or Assaults Upon Employees

- 9.5.1 Employees shall immediately report threats, harassment and/or cases of assault and/or battery suffered by them in connection with their employment. Reports must be made to their principal and supervisor, who shall immediately report serious incidents to the District Office of Human Resources and appropriate law enforcement agencies and the Union President.
- 9.5.2 It is mutually agreed by the parties to this Agreement that an employee may, when necessary, use reasonable force in the performance of their duties in the interests of self-protection. It is further agreed that under such circumstances the employee must exercise good judgment, acting and reacting in a reasonable and prudent manner.
- 9.5.3 Employees shall have full support and assistance from the District in dealing with students who pose a threat to their safety and work environment. This support and assistance shall include full use of all legal steps available.
- 9.5.4 It shall be within the discretion of the Superintendent to grant additional industrial accident and illness leave beyond that provided in Article 7, Leaves, of this agreement to an employee who is injured by unprovoked student attack.

#### SECTION 9.6 - Paraprofessional and Instructional Associate Safety

- 9.6.1 Paraprofessionals and Instructional Associates may supervise students in the classroom setting provided they have received direction and/or curriculum from the assigned certificated teacher and are able to reach appropriate certificated personnel and/or Administration in the event of an emergency (reference Ed Code 45343 and 45344). If a Paraprofessional or Instructional Associate is assigned and qualified as the Substitute Teacher, they shall be compensated in accordance with Article 13, Compensation under subsection 13.10.7.
- 9.6.2 Attacks or Assaults Upon Employees (see Section 9.5)

## ARTICLE 10 - GRIEVANCE PROCEDURE

### SECTION 10.1 - Purpose

- 10.1.1 The purpose of this grievance procedure is to facilitate the processing of a claim of grievance and to secure, at the administrative level closest to the alleged aggrieved employee; resolution to any alleged violation of a specific provision of this Agreement which adversely affects an employee covered by this Agreement in their employment relationship.
- 10.1.2 Action to challenge or change the general policies of the district as set forth in Board or Administrative policies or rules must be undertaken under a separate legal process. Other matters for which a specific method of review is provided by law, by rules and regulations of the Board of Trustees or by the administrative regulations and procedures of this school district are not within the scope of the grievance process.
- 10.1.3 This grievance procedure shall not be construed in any way as hindering, discouraging, or denying the settlement of complaints outside the structure of the grievance procedure. The District and Union are both encouraged to meet, discuss and resolve all issues and concerns at the lowest level possible.

### SECTION 10.2 - Definitions

- 10.2.1 A "grievance" is an alleged violation(s), misinterpretation(s), or misapplication(s) of a specific provision(s) of this Agreement, which directly and adversely affects the grievant. Action to challenge or change the terms of this Agreement shall not be considered a grievance.
- 10.2.2 A "grievant" is a classified employee or group of classified employees at the District covered by the terms of this Agreement. The Union may be a grievant for the purposes of this Article.
- 10.2.3 "Day(s)" shall mean a day, except those days that are holidays or are during summer, winter, or spring vacation, when the Central Administration Offices of the District are not open for regular business. Days shall not include weekend days. Exceptions may be made by mutual agreement.
- 10.2.4 The "immediate supervisor" is the lowest level administrator or supervisor having line supervisory authority over the grievant who has been designated to adjust grievances.

## SECTION 10.3 - Procedure

### 10.3.1 Step 1 - Problem Solving

Before filing a formal written grievance, the grievant must try to resolve the grievance by having a Problem Solving Meeting with the grievant's immediate supervisor.

10.3.1.1 Nothing in this section shall prevent an employee from presenting an issue to their immediate supervisor, and having such issue adjusted, without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement.

10.3.1.2 The District shall not agree to a resolution of the grievance until the Union President and Business Agent and Human Resources have received a written notice of the issue and the proposed resolution. The Union and Human Resources shall have ten (10) business days to discuss the proposed resolution and provide feedback

### 10.3.2 Step 2 - Formal Written Grievance

If the grievance is not resolved at the Problem Solving Meeting, the grievant must work with a Union Steward to present the formal written grievance to the immediate supervisor or their designee within thirty (30) business days of the Problem Solving Meeting. The immediate supervisor or designee shall provide a written decision to the Union President, Union Steward, employee and Human Resources within fifteen (15) business days after receiving the formal written grievance. Within the above time limits either party may request a conference with the other party. In the event a conference is requested, both parties shall mutually agree on the extended time frame for a written response; this shall not exceed ten (10) days from the date of the conference.

### 10.3.3 Step 3 - Next Level Formal Written Grievance

If the grievant is not satisfied with the decision at Step 2, the Union Steward and grievant may appeal the decision on the appropriate form to the Assistant Superintendent of Human Resources, or designee, and copy the Union President within fifteen (15) business days from receiving the Step 2 written decision.

10.3.3.1 This statement shall include a copy of the original grievance, the decision rendered at both Step 1 and Step 2 and a clear, concise statement for the reasons for the appeal.

10.3.3.2 Within ten (10) business days after receipt of the appeal, the Assistant Superintendent of Human Resources, or designee, shall provide a written decision to the Union President, Union Steward and grievant. The Union Steward and grievant or the Assistant Superintendent of Human Resources or their designee may request a conference within the above time limits. In the event a conference is requested, both parties shall mutually agree on the extended time frame for a written response; this shall not exceed ten (10) business days from the date of the conference.

#### 10.3.4 Step 4 - Advisory Arbitration

If the grievant is not satisfied with the decision at Step 3, they shall have thirty (30) business days after receipt of the written decision at Step 3 to submit a written request for the grievance to be moved to advisory arbitration in coordination with the Union President, Business Agent and AFSCME Local 829. A copy of the request shall be sent to AFSCME Local 829 (via the Business Agent), the Union Steward, Union President and the Superintendent or designee.

10.3.4.1 Within sixty (60) business days of such notice, the Union President, Business Agent and the District shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator, the parties shall use the rules, procedures, and services of the American Arbitration Association (AAA) or the State Mediation and Conciliation Service (SMCS) to select an advisory arbitrator to hear the grievance.

10.3.4.2 The fees and expenses of the arbitrator, a court reporter if utilized, and the hearing shall be borne equally by the District and AFSCME, Local 829. All other expenses, including the costs of representation and of additional transcripts shall be borne by the party incurring them.

10.3.4.3 However, if the arbitrator's recommended decision is rejected in its entirety or substantially modified by the Board of Trustees upon its subsequent review of the decision, the District shall pay all costs for the services of the arbitrator.

10.3.4.4 The arbitrator shall as soon as possible conduct a hearing and render an advisory award. If the parties cannot agree upon the issues, the arbitrator shall determine the issues. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement or to contradict applicable laws. The arbitrator may recommend in any award such financial reimbursement or other remedies as they judge to be proper. If any question arises as to the

arbitrability of the grievance, such a question shall be ruled upon by the arbitrator before the merits of the case have been heard.

10.3.4.5 The advisory decision of the arbitrator shall be submitted to the AFSCME Business Agent, Union President and to the Board of Trustees. The Board shall take action upon the recommendation at the next regular meeting following receipt of the decision provided the matter may be placed on the agenda in time. The Board shall provide written notice of its decision to the AFSCME Business Agent and Union President. If the Board rejects or modifies the advisory decision, or any part of it, the Board shall issue a written statement of its reasons to the AFSCME Business Agent, Union President, Union Steward and grievant within ten (10) business days of the Board meeting.

10.3.4.6 The decision of the Board of Trustees shall be final.

#### SECTION 10.4 - Release Time for Processing of Grievances

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

- a. The grievant and one (1) Union Steward shall have release time during the Problem Solving Meeting for the first step in the grievance with the immediate supervisor.
- b. The grievant, one (1) Union Steward of their choice, and up to two (2) witnesses for each party as needed at Step 2 and Step 3 of the grievance process. Upon mutual agreement, both parties may have additional witnesses that may be granted release time. The intent of this subsection is to keep the number of witnesses at a minimum.
- c. The grievant, Union Steward, Union President, and all necessary witnesses shall be released during the advisory arbitration hearings.

10.4.2 The grievant, Union Steward, Union President, and necessary witnesses shall be available if the Board of Trustees desire to investigate the grievance rather than solely review the documentation. These employees shall only be released during a meeting of the Board of Trustees that is held during the regular workday.

10.4.3 Processing of Grievances Defined

Processing of grievances shall be that time actually spent in discussions during meetings with an immediate supervisor, the Assistant Superintendent of Human Resources or their designee and/or the Board of Trustees.

10.4.3.1 Time spent in actual transit from work location to the meetings authorized in Section 10.4.3 above shall be considered "processing of grievance" for purposes or receipt of this release time.

10.4.3.2 Time spent by the grievant, Union Steward, and/or Union President for purposes of investigation and/or preparation for the various steps, meetings, and/or hearing as described in this Article shall not be considered "processing of grievance" for purposes of release time. The Union Steward and Union Officers may receive up to three (3) hours per grievance for investigations. This time cannot conflict with any other employee's work or interrupt their work. This time must be arranged and approved in advance from all the employees' immediate supervisors.

10.4.4 Consistent with the timelines included in Article 10, Grievance, the Union and the District shall work together to schedule grievance meetings at a time mutually agreeable to both parties, except for advisory arbitration hearings, so as not to create a hardship on the District or grievant and so as not to create a conflict with work duties.

#### SECTION 10.5 - Miscellaneous Provisions

10.5.1 A grievance may be withdrawn by the Union Steward and grievant at any step without prejudice or record. If a grievance is withdrawn, it shall be done so in writing.

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

10.5.3 At any step, the Union and the District shall be allowed to present relevant documentation and a written statement of position that supports their respective position.

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

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

10.5.6 Filing of a grievance shall not be considered detrimental to good employee employer relations.

10.5.7 A copy of the grievance form shall not be placed in the grievant's personnel file unless the grievance is based on a Skelly Hearing.

10.5.8 Disciplinary grievances and grievances based on Skelly decisions shall start at Step 2. Under these circumstances, the Problem Solving meeting is not required.

## ARTICLE 11 - DISCIPLINE

### SECTION 11.1 - Employee Discipline for Just Cause

- 11.1 Discipline shall be imposed by the District on classified employees only for just cause. Just cause which could give rise to Discipline are cited in the Sequoia Union High School Board Policy 4218.

### SECTION 11.2 - Progressive Steps Procedure

- 11.2.1 In handling disciplinary matters, progressive steps shall be utilized unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate. Whether or not the serious nature of the offense warranted bypassing the progressive steps is subject to Article 10 Grievance Procedure. A copy of all verbal warnings, written warnings, suspensions, Performance Improvement Plans (PIP), and terminations shall be sent to the Union President and Business Agent immediately for reference and tracking purposes. If an employee needs representation, they must request representation per the Weingarten Rights. Progressive steps shall occur in the following order when applicable:

#### 11.2.2 Verbal Warning(s)

The immediate supervisor shall inform the employee and Union representative, if requested, verbally and in a written memo that this is the first step of progressive discipline. The supervisor shall provide reasonable steps and a time period following a verbal warning for the employee to correct the problem without incurring additional disciplinary action. Verbal warnings documents are not submitted to Human Resources for placement in employee personnel files.

#### 11.2.3 Written Warning(s)

After the employee has been given one (1) or more verbal warning(s) within the last twelve (12) months, the supervisor may issue a written warning to be placed in the employee's personnel file. The written warning shall include the date(s) of the verbal warning(s), an account of the circumstance leading to a written warning, and the clear expectations for progress, if applicable. The supervisor shall meet with the employee and Union Steward to review the written warning and reasonable steps and time frame for demonstrating improvement.

#### 11.2.4 Suspension

Employees may be suspended with or without pay. Suspension without pay shall not be used unless the employee has received a written reprimand about similar actions within the last twelve (12) months or the incident giving rise to the discipline is of such a nature that more severe action is appropriate. The

employee, Union President and Business Agent must be notified in writing when the District has an intent to suspend an employee with a Skelly Notice.

#### 11.2.5 Involuntary Demotion or Termination

Employees may be demoted or terminated based on progressive steps of discipline or the egregiousness of their actions/behavior. Termination or demotion shall not be used unless the employee has received a suspension about similar actions within the last twelve (12) months or the incident giving rise to the discipline is of such a nature that more severe action is appropriate. The employee, Union President and Business Agent must be notified in writing when the District has an intent to demote or terminate an employee with a Skelly Notice.

### SECTION 11.3 - Skelly Procedure

#### 11.3.1 Skelly Notice

When a suspension, demotion or termination is proposed, a notice of such disciplinary action shall be made in writing and served in person or by certified mail at the employee's last known address. The Union President and Business Agent shall receive a copy of this notice via email. The written notice shall be included in the employee's personnel file and the notice shall include the following:

- 11.3.1.1 Statement of disciplinary action proposed
- 11.3.1.2 Effective date of action.
- 11.3.1.3 Statement in ordinary and concise language of the act, behavior and/or omissions upon which the discipline is based.
- 11.3.1.4 Statement advising the employee of the right to a Skelly hearing or written response and the right to appeal the recommendation of the Superintendent/designee to the Board of Trustees.
- 11.3.1.5 Statement that the employee has the right to Union representation at all steps of disciplinary procedure and Skelly process.
- 11.3.1.6 Designation of the law, rule, regulation, and/or policy the employee has violated.
- 11.3.1.7 All documentation, including any progressive steps of discipline and Performance Improvement Plan (PIP) used to justify the level of discipline being proposed.

### 11.3.2 Employee Skelly Response

Employees shall be given a minimum of seven (7) working days from the receipt of the Notice of Intent to request a Skelly hearing or provide a written response. The employee shall have the right to representation at the hearing. Failure to request a Skelly hearing or respond with a written statement within the specified time shall constitute a waiver of the employee's rights and is acceptance of the District's proposed discipline.

### 11.3.3 Providing Written Documentation in Advance

Written materials on which all charges are based shall be provided to the employee and the Union President and Business Agent, and shall be included in the Skelly Notice.

### 11.3.4 Written Notice of Skelly Decision

After the Skelly hearing or upon reviewing the employee's written response to the Skelly Notice, the Superintendent or their designee shall provide the employee and the Union President and Business Agent a written response of their decision. This notice shall be delivered in person or by certified mail to the employee and via email to the Union President and Business Agent.

### 11.3.5 Employee Remaining in Paid Status

An employee in paid status shall remain in paid status until they receive the District's decision in accordance with Subsection 11.3.4. In the case of job abandonment, the District shall make a documented, reasonable attempt to contact and communicate with the employee. If there is no response from the employee, that employee shall no longer be in paid status. It is the responsibility of the employee to ensure that the District always has correct and up to date home/ mailing address, telephone number(s) and personal email address on file.

### 11.3.6 Skelly Appeal Procedure

The employee may appeal the final decision of the District via the Grievance Procedure. Written notice of such grievance must be delivered within ten (10) business days of the final Skelly decision. Failure to file such a grievance within ten (10) business days from the notice of the Skelly decision shall constitute a waiver of grievance rights and acceptance of the District's final decision on discipline.

## ARTICLE 12 - LAYOFFS

- 12.1 Procedures for layoffs are found in Education Code Sections 45298 and 45308. The District procedures for layoffs shall be in accordance with Ed Code and the following:
- 12.1.1 The order of layoffs within a classification shall be determined by District seniority.
  - 12.1.2 District Seniority shall be determined by date of hire. In the case of the same hire date, seniority shall be determined by total hours of services.
  - 12.1.3 The employee who has been employed with the District for the shortest time in a classification being affected by a layoff, shall be laid off first.
  - 12.1.4 If an employee has been employed in the past, their years of service shall be accounted for based on the most recent date of hire to determine district seniority for layoffs. (AR 4217.3)
  - 12.1.5 Reemployment shall be in the reverse order of layoff.
  - 12.1.6 Laid off employees are eligible for reemployment for a period of thirty-nine (39) months and are to be reemployed in preference to new applicants.
- 12.2 The District shall meet and confer with the Union to discuss the effects and impacts of District layoffs.

## ARTICLE 13 - COMPENSATION

### SECTION 13.1 - Initial Placement

- 13.1.1 Employees shall receive their salary step placement based on their experience on file with the Human Resources Department..
- 13.1.2 New employees shall be credited with one (1) step on the salary schedule for each three (3) years of experience in work related to the employee's assignment. New employees may initially be placed beyond step three (3) as determined by the District.

### SECTION 13.2 - Schedule Advancement

- 13.2.1 Employees who successfully complete six-months (6) of probation following their initial employment, or internal promotion to a higher classification, shall advance to the next higher step on the salary schedule, effective the completion of probation on the first day of permanent employee status. Employees shall automatically advance on the salary schedule, including longevity increments, on the first of the month following each full year of service, unless they receive an unsatisfactory evaluation.

### SECTION 13.3 - Professional Growth

- 13.3.1 Permanent employees, who meet the requirements, shall be eligible for a professional growth increment every three (3) years, to a maximum of three (3) increments. Professional Growth increments, once earned, shall be paid to the employee each month for the duration of their employment with SUHSD under the AFSCME Collective Bargaining Agreement.
- 13.3.2 Requirements for the professional growth increment shall include:
  - 13.3.2.1 Permanent status and employment for a minimum of twenty (20) hours per week on a continuous basis for a minimum of 75% of the work year.
  - 13.3.2.2 Advanced approval from the Human Resources Department is required before entering into a course of study.
  - 13.3.2.3 Courses of study must directly relate to the position currently occupied by the employee and/or a classification at the District. Nothing in this subsection precludes employees from qualifying for professional growth increments when the course of study is to improve job skills for promotion (i.e. Accounting Courses for Finance positions and Business Writing courses for Clerical positions).

- 13.3.3 Eligible employees shall be granted fifty dollars (\$50.00) 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 shall be equated as follows:

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

#### SECTION 13.4 - Supplemental Pay

- 13.4.1 Employees who work beyond seven and one-half (7.5) hours in a day and/or beyond thirty-seven and one-half hours (37.5) per week shall receive compensatory time or overtime pay.

Overtime, whether as compensatory time or overtime pay, shall be at the rate of time and one-half (1.5) for time worked beyond seven and one-half (7.5) hours in a day up to twelve (12) hours in a day or more than thirty-seven and one-half (37.5) hours in a week. Overtime shall be at the rate of two (2) times for time worked beyond twelve (12) hours in a day and/or for hours worked beyond seven and one-half (7.5) hours on the seventh (7th) consecutive work day in a week.

- 13.4.1.1 The immediate supervisor shall specifically authorize in writing the compensatory time or overtime pay. The employee has the option of choosing whether to receive compensatory time or overtime pay at the time they work the overtime.

- 13.4.1.2 An employee may accrue up to the maximum of two hundred and forty hours (240) allowed by California Code, Labor Code 204.3. Accrued compensatory time is to be used within twelve (12) calendar months following the month in which the overtime is worked and at a time mutually acceptable to the employee and the immediate supervisor.

- 13.4.2 Employees assigned to begin shift/duties between 2 p.m. and midnight for at least twenty (20) consecutive days shall receive a five percent (5%) increase in pay for actual days worked. Employees receiving shift differential shall not lose such differential compensation if they are temporarily, for thirty (30) working days or less, assigned to a shift not entitled to such compensation. However, part-time

employees whose work shift is concluded by 6:00 p.m. shall not be eligible for the five percent (5%) increase in salary provided in this subsection.

#### SECTION 13.5 - Longevity

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

<b>Years in Service</b>	<b>Longevity Increment</b>
7-10	\$50.66
11-14	\$73.18
15-18	\$101.33
19+	\$123.84

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

13.5.3 Longevity increments in this Article are not cumulative.

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

#### SECTION 13.6 - Call Back Pay

13.6.1 Employees called back to work outside of the regular workday or work week shall be guaranteed a minimum of two (2) hours' pay at regular or overtime rate, whichever is applicable.

Employees who are eligible for compensatory time or overtime options, see Section 13.4

#### SECTION 13.7 - Pay Periods and Paychecks

13.7.1 Employees covered by this Agreement shall be paid once per month. Direct deposit shall be made available for employees by submitting the appropriate District form, or employees' paychecks shall be mailed to the address on file with the District. It is the employees responsibility to keep an updated address on file with the District. For the most up to date information on pay days, visit the Accounting/Pay Dates section of the seq.org website.

13.7.2 The District shall show itemized deductions on pay stubs.

13.7.3 Employees covered by this Agreement upon separation shall be compensated at their regular base rate of pay for all accrued unused vacation leave.

#### SECTION 13.8 - Pay for Working Out of Classification

13.8.1 The salary of an employee who is required to work in a higher classification shall be at 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.

13.8.2 Work in a higher classification shall be specifically authorized in writing by the Immediate Supervisor.

13.8.3 Any work out of class must be approved in advance by the immediate supervisor prior to the commencement of any work out of class assignment.

#### SECTION 13.9 - Promotions

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

13.9.2 Employees who successfully complete a six (6) month probationary period shall move to the next step on the salary schedule for their classification on the day following completion of their probationary period.

13.9.3 Failing probation shall result in termination from the higher classification prior to completing the six (6) month probationary period and the employee shall be returned to their previously held position or a comparable position if the previously held position has been backfilled, is no longer available, or has been abolished.

13.9.4 Employees who are promoted shall be credited with one (1) step on the salary schedule for each three (3) years of experience in work related to the employee's new assignment or placed on the salary schedule at the step which gives the employees a minimum of a five percent (5%) salary increase from the previously held position, whichever is higher. After successful completion of a six (6)-month probation period in the new position, the employee shall receive a step increase, if one is available on the new schedule.

#### SECTION 13.10 - Miscellaneous

13.10.1 Milage

Employees required to use their personal vehicles for their assigned work shall be reimbursed at the District rate of reimbursement for 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.

13.10.1.1 Normal commute to the employees District work location at the start of the shift and normal commute after shift are excluded.

### 13.10.2 Pension Plan

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

13.10.2.1 The District and employees shall participate in the Federal Social Security Administration Program.

### 13.10.3 Bilingual Interpretation and Translation

13.10.3.1 Employees who are able and shall to use a language other than English as a part of their assigned work, and who are approved by management, shall receive an additional monthly stipend of one hundred dollars (\$100) provided:

13.10.3.1.1 The employee has demonstrated fluency in the second language based on the passing of a bilingual competency test.

13.10.3.1.2 The employee's job description does not require the ability to speak a language other than English;

13.10.3.1.3 The regular use of a language other than English is certified by the principal, director, or assistant superintendent, as appropriate; and

13.10.3.1.4 The stipend is approved by the superintendent or designee in advance.

13.10.3.1.5 The stipend shall be limited to five (5) bilingual interpretation and translation stipends per school year per large high school site for those languages where fifteen (15%) percent or more of the District's students speak a primary language other than English (Ed Code 48985)

13.10.3.1.6 The Assistant Superintendent, Human Resources, shall consider requests for additional bilingual interpretation and translation stipends.

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

13.10.3.3 A stipend for written translations made by employees at school sites shall be paid at the rate of twenty (\$20) dollars per page (200-300 words).

13.10.3.4 If an employee is working beyond their regularly scheduled work day, the employee may qualify for overtime per Section 13.4 in addition to the stipend for written translation.

#### 13.10.4 Site-Based Governance Councils

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

13.10.5 The District agrees to codify the compensation for employees who qualify as substitute teachers.

13.10.5.1 Employees who are registered as a substitute teacher, complete the District process & guidelines and are called on to do occasional substitute teaching, shall be paid as follows:

- a. One (1) regular period, shall be paid twenty (20%) percent of the regular substitute pay.
- b. A block period shall be paid forty (40%) percent of the regular substitute pay.
- c. Instructional Associates and Paraprofessionals who give up their regular work hours in order to sub may receive twenty (20%) percent of the regular substitute pay per hour up to a maximum of five (5) hours and shall have their regular work hours time reduced by the equivalent number of hours spent in substitute teaching.

- d. In the event an Instructional Associate or Paraprofessional subs after completing their regularly scheduled work hours, the employee's regular work hours shall not be reduced; however, the work day is not to exceed seven and one-half (7.5) hours.
- e. If the Principal verifies through signature that the employee made up their regular work hours that were spent subbing then the employee's missed hours shall not be reduced.

13.10.5.2 Current substitute pay rates can be found on the District website under the Human Resources Department. Substitute pay rates are non-negotiable for the AFSCME OT&P and M&O bargaining unit.

13.10.6 Instructional Associates shall advance to the Senior Instructional Associate level upon completion of the educational requirements. A satisfactory performance evaluation must have been received in each of the three (3) years immediately preceding the advancement. Up to two (2) years of qualifying experience in other public school districts may count towards advancement.

13.10.7 School Treasurers shall advance to the level fifteen (15) upon completion of the following; ten (10) years of successful end-of-year performance evaluations. Advanced knowledge of principles, practices and procedures of bookkeeping. Ability to perform required tasks accurately and with a high degree of sound, independent judgment. Training and experience and/or college units equivalent to an A.A. degree in a related field. Accepts and performs increasingly complex financial record keeping and accounting responsibilities associated with student body funds.

## ARTICLE 14 - HOLIDAYS AND VACATION

### SECTION 14.1 - Paid Holidays

- 14.1.1 Employees shall 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
- 14.1.2 Two (2) additional days during the Winter Vacation period as approved by the Board of Trustees,
- 14.1.3 Two (2) additional days during the Spring Vacation period as approved by the Board of Trustees.
- 14.1.4 Other holidays shall be granted as designated by the Board of Trustees of the Sequoia Union High School District or as designated by the Governor of the state as a school holiday.
- 14.1.5 When any of the holidays listed above fall on a Sunday, the succeeding work day that is not a holiday is deemed to be the holiday. When any of the holidays listed above fall on a Saturday, the preceding work day that is not a holiday is deemed to be the holiday.
- 14.1.6 Employees who are in a paid status immediately preceding or immediately following a holiday shall be granted the paid holiday.
- 14.1.7 Employees who are nine (9) month employees shall be paid for three (3) holidays during the Winter Break.
- 14.1.8 Employees who work ten (10) months or more shall be paid for five (5) holidays during the Winter Break. These five (5) days are inclusive of Christmas Eve, Christmas Day, two additional days during the Winter Vacation, and New Year's Day.

14.1.9 An employee required to perform work on a holiday specified in this section shall retain their normal holiday pay and receive one and one-half (1.5) times the employee's straight hourly rate for the actual hours worked for the first holiday worked. If the employee is required to work a second holiday or more during a fiscal year, they shall retain their normal holiday pay and receive two (2) times the employee's straight hourly rate for the actual hours worked on each additional holiday.

14.1.9.1 All work on a holiday must be pre-approved by management in advance.

## SECTION 14.2 - Paid Vacations

14.2.1 The vacation accrual for full-time employees is as follows:

If employed by November 1, the employee shall receive vacation day accrual in accordance with 1 year in service as shown in the table below:

<b>Years in Service</b>	<b>Accrued Vacation Days</b>
1	10
2	13
3	13
4	14
5	15
6	16
7	16
8	17
9	17
10	18
11	18
12	19
13	20

14.2.1.1 The vacation allowance provided in this subsection must be earned and accrued prior to its use.

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

- 14.2.2 Employees working less than twelve (12) months, or less than seven and one-half (7.5) hours per day, as of June 30, shall be allowed a proportionate amount of vacation depending upon the relation of the time served to twelve (12) months.
- 14.2.3 Except for nine (9) month employees, vacation may, with the approval of the employee's immediate supervisor, be taken at any time during the employee's work year. Vacation not taken during the year in which it is accumulated shall be carried forward for use in the next fiscal year. Vacation carried over from one year MUST be used in the succeeding school year. Employees may meet with supervisors at the beginning of the fiscal year to plan anticipated vacation schedules.
- 14.2.3.1 In the rare event the employee is not able to take their full annual vacation, the employee shall carry over days up to the limit of twenty-five (25) days and be paid out for the remaining days not taken. Pay out calculations shall be done in July of each fiscal year. Supervisors shall closely monitor the vacation days for these employees in successive school years.
- 14.2.4 Employees are encouraged to take vacation in the year in which it is earned. Every effort shall be made to limit the number of vacation days carried over year to year. Upon separation from service, employees shall be entitled to lump-sum compensation for all earned and authorized unused vacation.
- 14.2.5 Employees who are nine (9) month employees shall have vacation pay prorated monthly in accordance with the payroll rules of the Public Employees Retirement System (CalPERS).
- 14.2.6 When a holiday, as defined in this Agreement, occurs during the scheduled vacation of an employee, the employee shall receive pay at the regular rate of pay for the holiday and shall not be charged a vacation day for absence on the holiday.
- 14.2.7 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 shall take forced vacation time during winter and spring break, not to exceed eight (8) forced vacation days within a school year (July 1- June 30). Management shall consult with staff when making decisions on which jobs are to be worked during scheduled closures.
- 14.2.8 In the event of bereavement or serious illness which prevents continuation of the vacation, employees 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 employee must supply notice and verification to the Superintendent or designee prior to being granted the change provided in this subsection.

14.2.9 Years in which there are 261 or 262 work days, twelve (12) month employees shall have one (1) fewer forced vacation days deducted for each day worked beyond the 260 day calendar for Winter/Spring break. The District shall retain a maximum of eight (8) forced vacation days during the Winter and Spring breaks, and days shall be deducted from the vacation balance of twelve (12) month employees as follows:

14.2.9.1 Six (6) days deducted in years that require 262 work days

14.2.9.2 Seven (7) days deducted in years that require 261 work days

14.9.2.3 Eight (8) days deducted in years that require 260 work days

## ARTICLE 15 - BUS DRIVERS

### SECTION 15.1 - Definitions

- 15.1.1 "Regular home-to-school" runs are those runs which transport students from their homes to school and return on a daily, scheduled basis. The scheduled times shall be adjusted for efficiency and economy and to meet the needs of the class schedule at each school.
- 15.1.2 "Extra trips" are special trips originating at or after 4:30 p.m. on school days and any trip scheduled on Saturday, Sunday, or a holiday. The late bus from school to home is not an extra trip.
- 15.1.3 "Special trips" transport students on school days to and from field trips and athletic events and activities and originate prior to 4:30 p.m.
- 15.1.4 "Cover Driver" is a regular school bus driver that bids on a work shift, not a bus route.

### SECTION 15.2 - Attendance and Start Time

- 15.2.1 The School Bus Driver position is a nine (9) month position.
- 15.2.2 The work calendar for Bus Drivers shall be equal to the number of "student days" in the District's instructional calendar for any given school year. When a Bus Driver bids on a route/run, they shall be bound to the District's instructional calendar. This applies to school start, end date, holidays and non-school days.
- 15.2.2.1 At the beginning of each school year, drivers shall be ranked on the non-instructional calendar eligibility list by seniority. Any route/run days other than the District's instructional calendar shall be assigned on a rotational basis by seniority.
- 15.2.2.2 When administratively practicable non-instructional route/runs shall be assigned to cover a single holiday, consecutive holidays, and or breaks as one assignment.
- 15.2.2.3 In the event that the number of "student days" for a different school/District is less than the Sequoia District's instructional calendar, the District shall make a good faith effort to offer

available work, including, but not limited to, an uncovered (open) route or extra work.

- 15.2.3 The District provides a six and a half (6.5) hour minimum guarantee for bus drivers. In addition, bus drivers shall receive a daily guarantee for the Fall and Spring bid periods according to the number of hours awarded during the bid. In the event that a run or trip takes less than the minimum guaranteed hours, the driver shall be assigned (and must perform) additional duties within the department.
- 15.2.4 Bus Drivers are required to report absences a minimum of 30 minutes prior to the beginning of the route.
- 15.2.5 Drivers who are more than 10 minutes late from "clock in time" may have their route assigned to another driver, dispatcher, Mechanic, supervisor or Director. A late driver shall be assigned to a route by the Director or designee and shall begin their workday as soon as possible or at the start of their second shift.
- 15.2.6 Drivers shall not be paid for clocking in prior to their posted time or past their end time without prior approval and written authorization by the Transportation Director or their designee.
- 15.2.7 Attendance at staff meetings that are held at a time outside of the Bus Drivers regularly scheduled work hours shall be compensated in accordance with Article 13, Section 6, Call Back Pay.

#### SECTION 15.3 - Regular Home-to-School Runs

- 15.3.1 Bus drivers are hourly employees and shall be assigned to regular home-to-school runs in a manner to achieve efficient and economical bus operations. The Transportation Director, or designee, shall regularly review home-to-school runs and driver assignments to meet the needs of the District.
- 15.3.2 Whenever administratively practicable, and when it is efficient and economical, drivers shall be assigned home-to-school runs based on highest seniority and shall have the most regularly assigned home-to-school run hours per day.
- 15.3.3 Bus drivers shall bid by seniority on regular home-to-school runs twice a year. The bid shall be held prior to the start of the fall and spring semesters.
  - 15.3.3.1 At least two (2) working days prior to the bid date the District shall post in the drivers room the seniority list, the routes and the route times.

15.3.3.2 Whenever administratively practicable, driver requests for specific home-to-school runs shall be honored if such requests do not violate District policy or do not result in inefficient or uneconomical operations.

15.3.4 When route consolidation during the school year results in reduced assigned hours, bus drivers have the option of accepting the reduced hours, taking extra work, filling a temporary/substitute assignment for an absent driver, or bidding on another route at the next bidding period. The District shall also make a good faith effort to assign affected drivers to alternate work, including, but not limited to, substituting on routes which do not conflict with regular assignments or extra work. Drivers with reduced assigned hours have priority over other drivers for extra work, provided they have appropriate qualifications for the work. Route consolidation as used in this subsection does not include temporary consolidation of routes because of absences of drivers or other emergency short-term consolidations.

15.3.4.1 It is understood that "consolidation" as used in 15.2.4 does not include the reduction of hours caused by a special education student not needing/qualifying for home-to-school transportation. Special education route consolidation shall be handled on a case-by-case basis, with the intent of maintaining original bid hours until the next bid period.

#### SECTION 15.4 - Extra Trip Runs

15.4.1 Whenever administratively practicable, extra trips shall be assigned to drivers in a manner to achieve equitable distribution of extra trip time.

15.4.2 An extra-trip-time-account ranking shall be the basis for offering a driver an extra trip assignment. However, the Transportation Director, or designee, may, in the best interest of the District, or in case of emergency, make a variation in the assignment of extra trips. "Best interest of the District" includes, but is not limited to, safety of students, unique or unusual requirements for driver knowledge or skill.

15.4.3 An extra-trip-time account shall be opened for each driver at the beginning of each school year or upon employment, if hired after the school year begins. The account shall be closed at the end of each school year.

15.4.4 An extra trip account shall be opened for each driver hired for the start of the Summer School term and shall close at the end of Summer School Session.

15.4.5 At the beginning of each school year, drivers shall be ranked on the extra trips eligibility list by, change to seniority with the driver having the earliest

employment date ranked first and the driver with the most recent employment date ranked last.

- 15.4.6 Throughout the school year, drivers shall be reranked weekly on the basis of the number of hours credited to each driver's extra-trip-time account. Drivers credited with the most extra duty hours are placed at the bottom of the eligibility list, and drivers with the least such hours are placed at the top of the list.
- 15.4.7 Drivers log hours in their extra-trip-time account on the basis of the number of hours of actual extra trip time worked or of the number of hours equal to a trip "passed." (A trip is "passed" whenever a driver does not accept the offer of an extra trip and is not eligible for a "hold." Drivers are eligible for a "hold" whenever they are disabled by a verifiable illness, are eligible for military leave pursuant to Article 7, Leaves, of this Agreement, or are unavailable for a trip which is offered less than twenty-four (24) hours before the trip's scheduled departure time.)

#### SECTION 15.5 - Special Trip Runs

- 15.5.1 Whenever administratively practicable, special trips shall be assigned to evenly distribute the number of trips (not hours) among all the drivers in the department.
- 15.5.2 Special trips shall be assigned by the Transportation Director, or designee, based on the following:
- a. Safety factors requiring special experience or specialized knowledge and skills.
  - b. Driver's ability to handle the necessary equipment.
  - c. Driver availability. In order not to have a trip offered when a driver is not available, drivers must give written notice to the Transportation Director, or designee, of the actual times when they are available or unavailable for special trips.
- 15.5.3 Special trips shall not be assigned to drivers who have regular home-to-school runs which overlap the hours for the special trips or which total seven and one-half (7.5) hours of assigned time each day and would, therefore, require overtime. Exceptions shall be made by the Transportation Director, or designee, when in their opinion special factors, including, but not limited to, student safety and use of equipment requiring special knowledge or skill are warranted. If warranted, the driver shall receive written authorization in advance of the scheduled trip with overtime.

- 15.5.4 Drivers shall be notified of special trip assignments by means of an order placed in the driver's mailbox, emailed to the driver and/or by a posting on the special trip board.
- 15.4.4.1 For purposes of this subsection, orders placed in a mailbox or emailed that are time stamped after 4:00 p.m. shall be considered offered at 6:00 a.m. the following work day. The twenty-four (24) hour time frame to respond shall start at 6:00am.
- 15.5.5 Drivers must within twenty-four (24) hours of the offer of a special trip signify acceptance of the assignment by signing the special trip board.
- 15.5.6 Drivers refusing a special trip assignment for any reason, including unavailability, must sign the special trip refusal board within twenty-four (24) hours of the assignment offer.
- 15.5.7 As soon as administratively practicable after the end of the week, the Transportation Director, or designee, shall post the number of assigned special trips for each driver. For purposes of counting assigned trips, the trips refused by a driver shall be added to those actually worked (provided the refused trip did not fall during a time the driver had given written notice of unavailability).

#### SECTION 15.6 - Pay for Special or Extra Trips

- 15.6.1 Drivers shall be paid for the actual hours worked on special and extra trips regardless of time estimated for the scheduled trip. However, drivers are expected to complete all assigned trips within the estimated or scheduled time. Any time needed beyond the estimated or scheduled time must be justified to the Transportation Director, or designee. The Transportation Director, or designee must be notified as soon as possible for any change in the schedule or time needed for the trip.
- 15.6.1.1 If the time taken is beyond the estimated or scheduled time, the teacher or other person in charge of the trip may be asked to verify the actual beginning pick up and ending delivery time.
- 15.6.2 Graduation night trips shall be paid at the Bus Driver's overtime rate.
- 15.6.3 All work on the sixth (6th) and seventh (7th) day of the Driver's work week shall be paid at the Bus Driver's overtime rate. All work shall be in compliance with Department Of Transportation (DOT) regulations and wage and hour rules of Department of Fair Employment and Housing (DFEH) and the State of California.

## SECTION 15.7 - Summer Route Specifics

- 15.7.2 School Bus Drivers may voluntarily bid on summer routes.
- 15.7.3 While participation in summer routes is voluntary, routes are bid as outlined in Subsection 15.3, Regular Home-To-School Runs.
- 15.7.4 For summer routes, Bus Drivers shall submit a timesheet for actual hours worked. The six and a one-half (6.5) hour minimum guarantee, found in Subsection 15.2.3, Attendance and Start Time, does not apply.
- 15.7.5 Bus Drivers who accept and complete the summer route they bid, shall be given four (4) hours of additional sick leave per Summer session (8 hours maximum for the summer).
- 15.7.5.1 Four (4) hours per session (8 hours total for the summer) is the maximum amount of sick leave that may be used by the Driver during the summer.
- 15.7.5.2 Providing that the Driver works every day of the summer route, the sick leave earned during the summer shall be added to the Driver's regular sick leave balance.
- 15.7.6 All procedures and requirements of this Agreement, except as described in Subsection 15.7.5 above, are in effect once a driver bids and accepts a summer assignment.

## SECTION 15.8 - Miscellaneous

- 15.8.1 "Non-Student Days" When routes are posted, the "non- student days" shall be listed. Drivers shall also be notified as soon as administratively practicable after the department is made aware of additional "non-student days". Whenever there are additional "non-student days" not posted at the bidding, or runs are canceled because of the absence of students, the District shall make a good faith effort to offer available work, including, but not limited to, an uncovered (open) route or extra work.
- 15.8.2 The District shall provide bus drivers with an opportunity to receive, with pay, up to ten (10) hours of renewal classroom/in-service instruction required by the state for recertification and up to four (4) hours of behind the wheel training during their renewal year.
- 15.8.3 A five percent (5%) increase shall be applied to the bus driver's wages for:
- a. Hours a certified bus driver trainer spends in actual training, either behind the wheel or in the classroom or;

- b. A bus driver providing an in-service/classroom training, or pre-trip inspection training.

15.8.4 Uniforms

The District shall provide uniforms for school bus drivers. School Bus Drivers shall be expected to wear and maintain District issued uniforms. Drivers must properly wear this uniform while in the working capacity as a School Bus Driver.

- 15.8.4.1 All uniforms are the property of the District. Upon resignation/termination, drivers shall return all uniforms to the District.

15.8.5 Unless specifically addressed in the Bus Driver Article of the parties' collective bargaining agreement, all of the other terms and conditions of the parties' collective bargaining agreement shall continue to apply to bus drivers, unless such other terms and conditions are directly contrary to the provisions included in the Bus Driver Article.

## ARTICLE 16 - RECLASSIFICATION

### SECTION 16.1 - Reclassification Defined

#### 16.1.1 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.

#### 16.1.2 Reclassification: Organizational Rights

It is understood and agreed that the Union shall 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 change being approved and/or implemented.

#### 16.1.3 Reclassification: Purpose

16.1.3.1 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.

16.1.3.2 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.

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

#### 16.1.4 Reclassification Committee

The District and AFSCME shall 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 shall be tasked with reviewing all documents and providing input regarding proposed changes and updates to the classification under review. The Reclassification Committee shall provide a recommendation based on their review to the Superintendent for consideration.

16.1.4.1 Committee Members shall be selected based on the position under review.

## SECTION 16.2 - Reclassification Process

- 16.2.1 The request window shall 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 shall 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 shall verify that all current incumbents and Supervisors of the position under review have had an opportunity to provide information and input.
- 16.2.3 The Reclassification Committee shall meet within fifteen (15) working days after October 1. The review process timeframe may vary and shall be concluded with a formal recommendation in writing to the requesting party no later than May 1, at which time the recommendation shall be forwarded to the Superintendent for consideration. If approved by the Superintendent and the Board of Education, the reclassification shall 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 16.3 - Reclassification Criteria

- 16.3.1 The following criteria shall be used in the consideration of a reclassification:
- 16.3.1.1 That the duties under review belong to the specified classification and are not the result of working out of classification.
  - 16.3.1.2 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.
  - 16.3.1.3 That the position is being evaluated and not individual incumbents.
  - 16.3.1.4 That the position and responsibilities have evolved beyond the documented examples of duties and requirements that are provided in the current job description.

16.3.1.5 Review of Committee Findings and the Recommendation to the Superintendent

16.3.2 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 shall not be subject to the grievance process.

## ARTICLE 17 - NO-STRIKE CLAUSE

The Union agrees that during the life of this contract neither its Representatives, officers, stewards, and/or its members, shall, for any reason directly or indirectly, call, sanction, or engage in any strike, sympathy strike, walkout, slowdown, sit-down, sit-in, stay-away, sick out, limitation of required activities, boycott of primary or secondary nature, and/or any form of interference in the operation of the educational process of the District.

## ARTICLE 18 - 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 District 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 required by law or mutual agreement.

## ARTICLE 19 - SAVINGS CLAUSE

If any provisions of this agreement are held contrary to law by the federal jurisdiction, state jurisdiction and/ or a court ruling, such provisions shall be deemed valid and subsisting only to the extent permitted by law. Any and all changes in the law and provisions that are in conflict with this agreement shall be properly noticed to the Union and the District shall provide the opportunity to meet and confer or negotiate impacts as needed.

## ARTICLE 20 - TERM OF AGREEMENT

- 20.1 The parties agree to a two (2) year term of this agreement, 2023-2024 and 2024-2025
- 20.2 For the 2023-2024 school year, the District shall increase the 2022-2023 AFSCME salary schedules in the collective bargaining agreement by seven and three-quarter percent (7.75%) retroactive to July 1, 2023 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.
- 20.3 The Parties agree to reopen negotiations regarding salary and health and welfare benefits negotiations and committee work in 2024-2025 school year.
- 20.4 The Parties agree to continue and prioritize discussions on Paraprofessional and Instructional Associate benefits, salary schedule placement and hours per day as part of the 2024-2025 negotiations.

**OFFICE, TECHNICAL AND PARAPROFESSIONAL &  
MAINTENANCE & OPERATIONS**

**CLASSIFICATION SPECIFICATIONS**

**Title** **Schedule**

**Office, Technical and Paraprofessional Union Salary Schedule**

**ACCOUNTING SERIES**

Accountant, Lead _____	20.0
Accounting Technician _____	15.5
Financial Assistant I _____	11.0
Financial Assistant II _____	12.0
Financial/ Position Control Analyst _____	18.0
Payroll Specialist I _____	14.0
Payroll Specialist II _____	15.5
School Treasurer (School Financial Officer) _____	14.0-15.0

**CLERICAL SERIES**

Attendance Clerk I _____	10.0
Attendance Clerk II _____	11.0
Data Processing Clerk _____	11.0
District Receptionist _____	11.0
District Receptionist / Residency Verification Clerk _____	12.0
Library Assistant I _____	10.0
Library Assistant II _____	11.0

**SECRETARIAL SERIES**

Bond Program Secretary _____	16.0
Guidance Information Specialist _____	13.0
Office Assistant _____	9.0
Office Assistant, Senior _____	12.0
Office Assistant Trainee _____	7.0
Secretary _____	13.0
Secretary, Administrative _____	15.0
Secretary, District Resource _____	13.0-15.0
Secretary, Sr. Administrative _____	17.5
School Secretary _____	13.0
School Secretary, Senior _____	15.0
Student Information Systems Specialist _____	12.0
Substitute Teacher Staffing Technician _____	14.0
Technology & Information Service Support Assistant I/II _____	12.0
Translator/Assessor _____	12.5

## **INSTRUCTIONAL ASSISTANCE/PARAPROFESSIONAL SERIES**

ABE/ESL Program Associate - Bilingual	11.5
American Sign Language Interpreter	20.0
Bilingual Site Parent Liaison	13.0
Campus Security I	10.5
Campus Security II	12.5
Career Guidance Associate	11.5
Career Navigator	15.0
College Information Specialist	15.0
Community Liaison Worker/Bilingual	12.5
District Newcomer Family Liaison	15.0
Health Aide I	13.0
Health Aide II	15.0
Instructional Associate I	7.5
Instructional Associate II	9.5
Instructional Associate, Senior	11.5
Instructional Associate I, /Bilingual	8.5
Instructional Associate II, /Bilingual	10.5
Instructional Associate/Bilingual, Senior, Bilingual	12.5
Paraprofessional I	7.5
Paraprofessional II	9.5
Parent Center Coordinator, Sequoia	8.5
Workability Job Coach	10.5
Workability Placement Specialist	13.0

## **TECHNICAL/SUPPORT SERIES**

Adult School GED Technician	15.0
Procurement Specialist	15.5
Reprographics Technician I	9.5
Reprographics Technician II	11.5
Reprographics Technician, Lead	13.5
Site Technology Manager	17.0
Technology Support Assistant	12.0
Theater Manager	19.0

## **Maintenance and Operations Union Salary Schedule**

### **FOOD SERVICE SERIES**

Culinary Specialist	14.5
Food Service Small Schools Lead	7.5
Food Service Technician	8.0
Food Service Cook	7.5
Food Service Cook, Lead	8.5
Food Service, Lead	8.5
Food Service Cashier/Helper	2.5
Food Service Worker I	4.5
Food Service Worker II	6.5
Food Service Warehouse/Delivery Worker I	10.5
Food Service Warehouse/Delivery Worker II	12.5
Production/Food Service Lead	8.5

## **GROUNDS SERIES**

Grounds Maintenance Helper	7.5
Grounds Maintenance Lead	18.5
Grounds Worker I	10.5
Grounds Worker II	12.5

## **MAINTENANCE SERIES**

Maintenance Carpenter	17.0
Maintenance Carpenter, Lead	18.5
Maintenance Electrician	17.0
Maintenance Electrician, Lead	18.5
Maintenance Painter	17.0
Maintenance Painter, Lead	18.5
Maintenance Plumber	17.0
Maintenance Plumber, Lead	18.5

## **OPERATIONS SERIES**

Custodian	10.5
Custodian, Lead	12.5
Grounds/Graffiti Cleanup Worker/Custodian	10.5
School Maintenance and Operations Worker	11.5

## **TECHNOLOGY SERIES**

Network Specialist I	22.0
Network Specialist II	24.0
Information Services Specialist I	17.0
Information Services Specialist II	19.0
Information Services Specialist III	21.0
Technology Maintenance Specialist I	17.5
Technology Maintenance Specialist II	19.5
Technology Maintenance Specialist III	22.5

## **TRANSPORTATION SERIES**

School Bus Driver	11.0
Transportation Dispatcher	12.0
Service Mechanic	16.0
Van Driver	8.0
Vehicle Mechanic	17.0
Vehicle Mechanic, Lead	19.0

## **WAREHOUSE SERIES**

Warehouse Delivery Worker I	10.5
Warehouse Delivery Worker II	12.5

APPENDIX A - PARENTAL LEAVE  
(CALIFORNIA EDUCATION CODE SECTION 45196.1)

(a)

(1) Notwithstanding any other law, during each school year, a classified employee may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks.

(2) In school districts that use the differential pay system described in the first paragraph of Section 45196, when an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the amount deducted from the salary due him or her for any of the remaining portion of the 12-workweek period in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence.

(3) In school districts that use the differential pay system described in the last paragraph of Section 45196, when an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the employee shall be compensated at no less than 50 percent of the employee's regular salary for the remaining portion of the 12-workweek period of parental leave.

(4) Regardless of the type of differential pay system used by the school district pursuant to paragraphs (2) and (3), the compensation a classified employee shall receive shall be no less than 50 percent of his or her regular salary for the remaining portion of the 12-workweek period of parental leave.

(b) For purposes of subdivision (a), all of the following apply:

- (1) The 12-workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
- (2) An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period.
- (3) Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.

(c) This section shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the governing board of the employing school district.

(d) Notwithstanding subdivision (a) of Section 12945.2 of the Government Code, a classified employee is not required to have 1,250 hours of service with the employer during the previous 12-month period in order to take parental leave pursuant to this section.

(e) Nothing in this section shall be construed to diminish the obligation of a public school employer to comply with any collective bargaining agreement entered into by a public school employer and an exclusive bargaining representative pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code that provides greater parental leave rights to employees than the rights established under this section.

(f) For purposes of this section, “parental leave” means leave for the reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

*(Amended by Stats. 2018, Ch 994, Sec. 2. (AB 2012) Effective January 1, 2019)*