

AGREEMENT

JULY 1, 2021 THROUGH JUNE 30, 2024

between

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

and

San Mateo County Superintendent of Schools

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

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PREAMBLE

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

ARTICLE 1 – RECOGNITION

The County Office recognizes CSEA as the exclusive representative for all probationary and permanent part-time and full-time classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as part of this Agreement. All other employees will be excluded from the Unit. The exclusion includes, but not be limited to, employees who are management, supervisory, certificated, confidential, temporary or student assistants.

Five (5) working days prior to making an assignment of a newly-created classification to a bargaining unit; or reclassification of a current position; title, duties or pay range; or requesting to hire a new bargaining unit employee at a Step higher than Step 2, the County Office will notify the Labor Relations Representative and the Chapter President and, upon request, confer with CSEA. The composition of the bargaining unit will not be changed without mutual consent of the parties, subject to the rules of the Public Employment Relations Board.

ARTICLE 2 – MERIT SYSTEM RULES

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

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

ARTICLE 3 – SALARY AND HEALTH/WELFARE BENEFITS

3.1 Salary

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

- 3.1.1 The County Office agrees to provide a 3.5% increase to the salary schedule, retroactive to July 1, 2021. The County Office will provide notice to CSEA of the date the retroactive payment will be made.

3.1.1.1 The County Office agrees to provide a 1.0% one-time off schedule payment of each bargaining unit employee's base salary (Inclusive only of, as applicable, longevity), as set forth in the 2021-2022 salary schedule after the on-going salary increase for 2021-2022 is calculated. For part-time employees or employees hired mid-year, the amount of the off schedule payment will be prorated. To be eligible to receive the off schedule payment, the bargaining unit employee must be employed as of the date the successor collective bargaining agreement is fully ratified. The County Office will provide notice to CSEA of the date the retroactive payment will be made.

3.1.2 Effective July 1, 2022, the County Office agrees to provide a 3.0% increase to the salary schedule.

3.1.3 The parties agree that, for the 2021-2022 and 2022-2023 school years, if another employee group at the County Office (e.g. teachers' union, administrators group, confidential group, or other CSEA bargaining unit) receives any one or more of the following three items, which exceeds what was agreed to with CSEA 887 for each item for that respective school year (2021-2022 or 2022-2023), then CSEA 887 shall be entitled to receive the same increases) and will have the right to reopen Article 3.

3.1.3.1 an ongoing salary increase percentage;

3.1.3.2 a one-time, off-salary schedule increase; and/or

3.1.3.3 an increase to the County Office's contribution towards health benefits – measured by the dollar amount increase.

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

3.2 Service Credit

Commencing the first of the month after completing the following service requirements with the County Office, bargaining unit employees will receive the following increments added to their base salary:

- 3.2.1 7 years of service credit + 2.875%
- 3.2.2 10 years of service credit + 2.875%
- 3.2.3 13 years of service credit + 5.75%
- 3.2.4 16 years of service credit + 2.875%
- 3.2.5 22 years of service credit +2%
- 3.2.6 26 years of service credit +1.875%

A year of service is defined as one (1) calendar year of service in a paid status as a regular 10 or 12 month employee. The anniversary date for accruing service credit is the first of the month in

which an employee is hired, if the employee is hired on the first working day of the month. Otherwise, the anniversary date will be on the first of the month following the month hired. An employee cannot earn more than one (1) year of service in a twelve (12) month period.

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

3.3 PERS Payment

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

3.4 Health and Welfare Benefits

3.4.1 Benefits Caps

3.4.1.1 2022 Calendar Year Benefits Cap

3.4.1.1.1 Effective January 1, 2022, the County Office will contribute a maximum of \$1,175 per month towards the benefit package for those employees who participate in one of the County Office medical plans. Single dental coverage and basic life insurance will be deducted from the \$1,175. The remainder will be applied towards medical coverage for the employee. After deducting the cost of single dental coverage, basic life insurance, and the cost of medical coverage for an employee only, to the extent there is any unused money from the \$1,175 per month maximum contribution, it may be used to contribute to in the following descending order: (1) medical coverage for spouses, registered domestic partners, or dependents; and/or (2) dental coverage for spouses, registered domestic partners, or dependents, and/or (3) vision coverage for the employee and then vision coverage for spouses, registered domestic partners, or dependents.

3.4.1.1.2 Effective January 1, 2022, all employees who work 0.50 FTE or more will be eligible to receive the maximum of \$1,175.00 per month towards their medical benefits package.

3.4.1.2 2023 Calendar Year Benefits Cap

3.4.1.2.1 Effective January 1, 2023, the County Office will contribute a maximum of \$1,225 per month towards the benefit package for those employees who participate in one of the County Office medical plans. Single dental

coverage and basic life insurance will be deducted from the \$1,225. The remainder will be applied towards medical coverage for the employee. After deducting the cost of single dental coverage, basic life insurance, and the cost of medical coverage for an employee only, to the extent there is any unused money from the \$1,225 per month maximum contribution, it may be used to contribute to in the following descending order: (1) medical coverage for spouses, registered domestic partners, or dependents; and/or (2) dental coverage for spouses, registered domestic partners, or dependents, and/or (3) vision coverage for the employee and then vision coverage for spouses, registered domestic partners, or dependents.

3.4.1.2.2 Effective January 1, 2023, all employees who work 0.50 FTE or more will be eligible to receive the maximum of \$1,225 per month towards their medical benefits package.

3.4.2 Cash Back Option

Effective January 1, 2019 (pending full ratification of the successor collective bargaining agreement), the County Office will contribute a maximum of \$300 per month to employees who work more than 0.50 FTE and do not participate in one of the County Office CalPERS medical plans. The cost of single dental coverage and basic life insurance will be deducted from the \$300 per month. The remainder will be “cash back” to employees.

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

3.4.4 “125 Flexible Benefit Plan Premium Only” – The County Offices offers a “125 Plan” for bargaining unit employees’ out-of-pocket premium costs.

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

3.5 Vision Benefits

- 3.5.1 The County Office will make available vision benefits to CSEA unit members through VSP or other provider as selected by the County Office.
- 3.5.2 Participation in the vision plan shall be voluntary and employees must elect to participate during the open enrollment period.
- 3.5.3 The premiums and other costs associated with electing to have vision coverage shall be the responsibility of each employee, except as specified in Article 3.4.1.1.1, Article 3.4.1.2.1, and Article 3.4.1.3.1.

3.6 Retirees

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

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

3.7 Mileage

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

3.8 Insurance

The County Office provides full-time employees the following life insurance benefit at a cost to the employee of Four Dollars (\$4.00) per month:

\$25,000	Employee
\$25,000	Accidental
\$1,000	Each dependent

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

3.9 Vacation/Vacation Longevity Pay

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

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

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

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

3.9.2 Longevity Payments

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

3.9.2.2 The bargaining unit member must have ten (10) years service credit with the County Office by June 1 of the fiscal year in which the increased vacation longevity payment option is exercised. Up to ten (10) days of the employee's vacation may be taken as longevity pay.

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

3.9.2.4 A bargaining unit employee will be paid for only that additional vacation time earned as a result of accumulating the qualifying number of years service credit as specified in this Section.

3.9.2.5 The vacation longevity allowance will be computed on the bargaining unit employee's pay rate in effect at the end of the fiscal

year in which the option is chosen, and in which the additional vacation is earned. An employee who terminates will be paid at the pay rate in effect at the time of termination.

3.9.2.6 A bargaining unit employee who qualifies for additional vacation shall exercise the option to take all or a portion of the additional time in pay prior to June 30 in each fiscal year. Payment shall be made on or before August 31st succeeding the close of the fiscal year in which the option is exercised. The hourly rate of pay for bargaining unit employees to be used for determining vacation pay as provided in this Article shall be calculated as follows: rate of pay times 12, divided by 230, divided by 8.

3.9.3 As an alternative to taking a vacation longevity payment, employees may carry over and accumulate up to a total of two hundred and forty (240) hours of vacation. Within two months of an employee being within 40 hours of their 240 hour vacation cap, the County Office will provide notice to the employee and their manager of that fact. After the notice has been provided, the employee's manager will meet with the employee to discuss the employee scheduling vacation within the next 60 calendar day period. If no agreement can be reached on the employee scheduling their vacation or if, in an unusual circumstance, the employee hits their 240 hour cap, then, at the County Office's discretion, it may either schedule the employee to take up to 40 hours of vacation or payout up to 80 hours of accrued vacation or a combination thereof, but in no event will an employee be required to use or be paid out more than 80 hours of vacation.

3.9.4 Any accrued but unused vacation time shall be paid to the employee upon termination of employment. Employees who have not completed six months of employment in regular status shall not be entitled to receive compensation paid out at the time of termination for accrued, but unused vacation.

3.9.5 Scheduling

3.9.5.1 Vacation requests must be submitted on the County Office established form to the employee's manager. All written vacation requests must be responded to in writing and returned to the employee within five (5) working days. If the request is not approved, the written response will contain the reasons for non-approval.

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

3.10 Holiday Pay

An employee required to work on any holiday shall be paid or given compensatory time off at the rate of two (2) times the employee's regular rate of pay in addition to the regular rate of pay received for the holiday.

ARTICLE 4 – ORGANIZATIONAL SECURITY

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

4.1 Certification Of Unit Member's Authorizing Dues Deductions

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

(a) An existing employee on the certified list has revoked an authorization to have dues and/or other CSEA fees withheld from their pay warrant.

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

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

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

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

4.2 Dues Deductions

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

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

4.4 Harmless Clause

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

ARTICLE 5 – ASSUMPTION OF ADDITIONAL DUTIES

5.1 Because of a short-term or long-term absence of another employee, a vacancy in a position, or for another reason, an employee may be asked to perform duties and responsibilities which are outside the employee's normal ones.

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

5.1.2 Those duties which are of the same or lower level will not receive additional compensation unless there is authorized pay or compensatory time for overtime.

5.2 The assignment of additional duties shall be offered in the following order: (1) by seniority within the same classification and department where the additional duties are to be performed; (2) by seniority within the same classification – but different department from – where the additional duties are to be performed; and (3) if no employee within 1 or 2 above takes on the additional duties, then to the most senior qualified employee, as determined by the County Office. The exception to this shall be if bilingual or translation duties are required and then the additional duties shall initially be offered in seniority order as set forth in Number 3 above.

If such duties include translation or interpretation, the employee shall receive bilingual differential compensation. If all qualified employees turn down the assignment of additional duties, then the County Office shall assign the least senior qualified employee to perform such duties.

5.3 The Program Manager or Supervisor shall meet with the employee to discuss the performance of the additional duties and responsibilities.

5.3.1 If the employee will be performing the additional duties for a period of 10 working days or more, the employee may request a follow up meeting with the Program Manager or Supervisor. The employee may request that a steward be present at the meeting. This discussion shall include, but not be limited to, the following:

5.3.1.1 What duties will be performed

5.3.1.2 How the employee's regular duties will be handled

- 5.3.1.3 The beginning and ending dates for the assumption of additional duties
- 5.3.2 Unresolved issues may be referred to the parties' Collaborative Problem Solving Committee at the written request of either party. Such request must be made within five calendar days following the meeting discussed in Article 5.3.1.
- 5.4 If the employee is to assume duties and responsibilities of a higher classification for more than three working days within a fifteen-day working period, the County Office shall place the employee on Step One of the classification range in which the employee is performing the additional duties (or that step which will give the employee not less than a 5.0% increase but does not exceed the dollar amount of the maximum step of the range in which the employee is performing the additional duties) if the employee is assuming duties which distinguish the higher from the lower classification.
- 5.5 An employee will not be penalized any service or other credit received in the employee's permanent class.
- 5.6 Pay adjustment shall be for the actual days the employee works out-of-classification after becoming eligible for such pay as set forth in this Section.
- 5.7 Employees who are not in positions designated as bilingual and who are asked to perform oral or written work in languages other than English shall be paid a bilingual differential equivalent to 8.625% of their base hourly rate for the time they perform the bilingual work.
- 5.8 Any employee asked to perform this work shall receive a pay differential for a minimum of fifteen minutes.
- 5.9 Any employee required to travel away from their assigned job site to perform this work will receive pay, including the differential, for their travel time and receive mileage reimbursement.

ARTICLE 6 – TRANSFERS

“Transfers” will include both position and lateral transfers, unless specified otherwise.

The County Office has the responsibility and authority for final decisions on all transfers. Once each month the County Office will forward to the CSEA President a staff status report which will include, among other items, a listing of transfers implemented for the period covered by the report.

6.1 Site Transfers

A site transfer is a change from one position to another within the same classification.

6.2 Lateral Transfers

A lateral transfer is a change in classification at the same salary range within the same job family.

6.3 Eligibility

To be eligible to request a site or lateral transfer, the employee must be a permanent employee in the position from which they are seeking a transfer.

6.4 Written Requests For Transfers

Employees shall request transfers by notifying in writing, on a County Office approved form, the Human Resources Department. All such requests will be kept on file for a period of one year at which time the request shall expire.

6.5 Notification of Transfer Opportunities

6.5.1 Notification of transfer opportunities shall be sent to the County Office email account of all employees eligible for either a site or lateral transfer into a vacant position. Copies also shall be sent to the Chapter President.

6.5.2 All site transfer applicants shall be offered an interview for the vacant position.

6.5.3 All lateral transfer applicants who pass qualification examinations as determined by the Personnel Commission shall be offered an interview for the position.

6.6 Effects

6.6.1 Transfers will not affect an employee's anniversary date, accumulated sick leave, accumulated vacation, salary step or seniority.

6.6.2 Employees will retain their original date of hire in their former classes.

6.7 County Office Initiated Transfers

6.7.1 In the case of site and/or lateral transfers initiated by the County Office, notice will be given to the employee and the Chapter President at least eight working days in advance of the effective date of the transfer, except in cases of an emergency situation.

6.7.2 The employee may request up to an additional six working days in case of a demonstrated hardship in the areas of transportation, childcare, and/or eldercare.

6.7.3 The employee shall have the right to discuss the transfer with the Supervisor of the presently held and proposed positions.

6.7.4 No such transfer shall be made for arbitrary or capricious reasons and specific reasons for the transfer shall be given to the employee in writing.

6.8 Latitude

More latitude will be allowed in transfers when requests are based upon reclassification or for reasons of health.

ARTICLE 7 – FLEXTIME

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

7.1 Definition

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

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

7.2 Requests

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

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

7.3 Denials

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

7.4 Cancellations or Modifications

If it is determined that a flexitime arrangement interferes with the operation of a program, the County Office shall modify or terminate the arrangement with thirty (30) calendar days written notification to the employee, except that less notice may be provided to address emergency or unforeseen situations or if the employee and Program Manager mutually agree to a shorter period.

In such an event, the County Office shall provide written notification of the modification or termination of the flextime agreement as soon as it becomes aware of the emergency or unforeseen situation.

ARTICLE 8 – JOB SHARING

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

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

8.1 Application Procedures

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

8.2 Compensation

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

8.3 Benefits

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

8.4 Return to Full-Time

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

ARTICLE 9 – LEAVES

9.1 Bereavement Leave

- 9.1.1 Probationary and permanent bargaining unit employees shall be allowed regular pay for not more than five (5) working days when absent due to the death of any member of the employee's immediate family.
- 9.1.2 Bereavement leave of one (1) day may be granted with County Office approval for any death. Employees requesting bereavement leave for a non-immediate family member must complete a County Office form certifying that the

employee is taking the bereavement day authorized under this Section. Bereavement leave must be taken within fifteen (15) days of the funeral.

- 9.1.3 Members of the immediate family means the spouse or domestic partner of the employee, the mother, father, grandfather, grandmother, brother, sister, of the employee or the employee's spouse or domestic partner; or the son, son-in-law, daughter, daughter-in-law or grandchildren of the employee or the employee's spouse or domestic partner. Step relatives in any of the above categories or any person living in the immediate household of the employee will also be considered members of the immediate family.
- 9.1.4 Bereavement leave of up to five (5) days may be granted by the County Office, under circumstances deemed appropriate, for the death of any relative. Employees may use a maximum of six (6) days per fiscal year of accrued sick leave for this purpose.
- 9.1.5 Employees who are legally responsible for settling the affairs of an individual for whom they have been appointed an executor/executrix or successor trustee shall be granted five additional days with full pay.
 - 9.1.5.1 The employee must provide written proof of being the legal administrator when making the leave request to the Associate Superintendent of Human Resources.
 - 9.1.5.2 The additional leave must be taken within one year of the death of the individual for whom they have been appointed an executor/executrix or successor trustee.

9.2 Sick Leave

- 9.2.1 Sick leave is the absence of an employee because of illness or injury of the employee, or illness or injury of the employee's child which requires the absence of the employee during regularly assigned hours of service, or serious or emergency illness of the employee's immediate family which requires such absence. Bargaining unit employees may use sick leave for the following purposes:
 - 9.2.1.1 Safe leave: Bargaining unit employees may take safe leave if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to attend to safety planning or other actions to assist the employee, such as judicial assistance, medical attention, counseling, etc.
 - 9.2.1.2 Sick leave: Bargaining unit employees may take sick leave for themselves and their eligible family members as defined in Section 9.2.2: (a) for diagnosis, care or treatment of an existing medical condition; (b) for preventative care; (c) to attend a medical or dental appointment; (d) to attend to or provide care for a family member with

a mental or physical illness; and/or (e) to recover or recuperate from an injury or health condition.

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

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

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

9.3 Personal Necessity Leave

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

- 9.3.1 Death of a member of the employee's immediate family when additional leave is required beyond that provided under "Bereavement Leave" above.
- 9.3.2 Accident involving the employee's person or property, or the person or property of a member of their immediate family.
- 9.3.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- 9.3.4 Foster parents having to meet with the child's social worker, attend therapy sessions, and take the child on court ordered visits to the child's sibling(s)/parent(s).
- 9.3.5 Such other reasons which may be approved by the County Office.
- 9.3.6 Up to two of these days may be taken per fiscal year to conduct business of a personal nature. No reason needs to be given to take these days.

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

9.4 Personal Business

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

9.5 Floating Holiday

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

9.6 Leave of Absence Without Pay

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

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

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

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

9.6.2 The County Office may, for a good cause, cancel any leaves of absence except military leaves by giving the absent employee due notification. The employee may appeal the cancellation to the Personnel Commission, which shall investigate and hear the appeal. The appeal by the employee will stay the cancellation directive of the County Office until action by the Personnel Commission, which shall be final and binding.

- 9.6.3 An employee may make a written request to the County Office to return to work prior to the expiration date of the leave. The County Office may approve or reject the request.
- 9.6.4 Failure of an employee to report for duty within five (5) working days after a leave has been canceled or expires, shall be considered abandonment of the position and the employee may be terminated. The termination may be appealed to the Personnel Commission in the same manner as any other dismissal for cause.
- 9.6.5 In the event that an employee is granted a leave and wants to continue group benefits coverage through the County Office plans, arrangements will be made for the employee to reimburse the Office for costs associated with continuing such coverage.

9.7 Unpaid Family Care Leave

The bolded changes to Article 9.7 will be effective as of January 1, 2022.

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

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

9.7.3 Definitions

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

9.7.3.5 “Covered Servicemember” means: (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties; or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.

9.7.3.6 "Serious injury or illness" in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render them medically unfit to perform the duties of their office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.

9.7.3.7 "Qualifying exigency" is defined by the Department of Labor and for CFRA is defined by the California Unemployment Insurance Code and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

9.7.4 Leave Length

9.7.4.1 If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period. If the

reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

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

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

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

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

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

return to work, thereby reducing the amount of time to be charged to the employee's CFRA entitlement.

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

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

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

9.7.5 Notice and Certification

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

9.7.5.1.1 An employee may be required to provide: (1) when the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day); (2) when the need for leave is not foreseeable, notice within the time prescribed by the County Office's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical; (3) when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form); (4) periodic recertification (4) periodic recertification (but only to the extent permitted by applicable law, generally

not under CFRA); and (5) periodic reports during the leave.

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

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

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

- 9.7.5.1.4 Recertifications After Grant of Leave

In addition to the requirements listed above, if an employee's Fed-FMLA Leave is certified, the County Office may later require medical recertification in connection with an absence that an employee report as qualifying for Fed-FMLA Leave. For example, the County Office may request recertification if: (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly, e.g., an employee's absences deviate from the duration or frequency set forth in the previous certification; the employee's condition becomes more severe than indicated in the original certification; the employee

encounters complications; or (3) the County Office receives information that casts doubt upon the employee's stated reason for the absence. For example, if an employee is on FMLA leave for four weeks due to the employee's knee surgery, including recuperation, and the employee plays in County Office softball league games during the employee's third week of FMLA leave, such information might be sufficient to cast doubt upon the continuing validity of the certification allowing the County Office to request a recertification in less than 30 days.

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

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

9.7.5.2 Military Emergency Leave

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

Certification forms are available from the Human Resources Department.

9.7.5.3 Failure to Provide Certification and to Return from Leave

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

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

9.7.7 Benefits

9.7.7.1 The County Office will continue making contributions for an employee's group health benefits during the employee's leave on the same terms as if the employee had continued to work. This means that if an employee wants their benefits coverage to continue during the leave, the employee must also continue to make any premium payments that they are now required to make. Employees taking leave for a reason that is common to both Fed-FMLA and CFRA and, therefore, leave is running concurrently, will generally be provided with group health benefits for a 12 workweek period. When employees take leave for a reason that is not common to both Fed-FMLA and CFRA and, therefore, leave is running consecutively, the County Office will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period during each applicable leave. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. The County Office may recover the premiums paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee. Accrued benefits such as vacation and sick leave will not

accrue while on an unpaid FMLA Leave.

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

9.7.8 Job Reinstatement

9.7.8.1 The County Office, to the extent required by law, will reinstate employees to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave, e.g. due to a layoff, for just cause, etc.

9.7.8.2 Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition.

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

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

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

9.8 Military Spousal Leave

9.8.1 The County Office provides spouses of certain military personnel up to ten (10) days of unpaid leave during a qualified leave period.

9.8.2 For purposes of this Section, a "qualified leave period" means the period during which the spouse or registered domestic partner is on leave from deployment during a period of military conflict.

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

9.9 Pregnancy Disability Leave

- 9.9.1 Any employee who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.
- 9.9.2 For purposes of this Section, an employee is disabled when, in the opinion of the employee's healthcare provider, she cannot work at all or is unable to perform any one or more of the essential functions of the employee's job or to perform them without undue risk to herself, the successful completion of their pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if an employee needs to take time off for prenatal or

postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

9.9.3 Reasonable Accommodation for Pregnancy-Related Disabilities

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

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

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

9.9.3.4 Advance Notice and Medical Certification

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

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

9.9.3.4.2 Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; and

9.9.3.4.3 Provide a signed medical certification from the employee's health care provider that states that the employee is disabled due to pregnancy or that it is medically advisable for the employee to be temporarily

transferred or to receive some other requested accommodation.

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

9.9.3.5 Duration

9.9.3.5.1 The County Office will provide an employee with a Pregnancy Disability Leave of Absence for the duration of their pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by their health care provider. The four months of leave available to an employee due to their pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.

9.9.3.5.2 Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to them unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

9.9.3.6 Reinstatement

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

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

work, she will be sent home until a release is provided. Any time an employee is not allowed to work due to not having provided the required release will be unpaid.

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

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

9.9.3.7 Integration with Other Benefits

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

9.9.3.8 Benefits

The County Office will maintain an employee's health insurance benefits during an employee's Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. If an employee takes

additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act (“CFRA”) leave, the County Office will continue the employee’s health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

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

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

9.10 Parental Leave

9.10.1 Operative Date and Interpretation of Parental Leave Section

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

9.10.2 Definition of Parental Leave

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

9.10.3 Eligibility for Parental Leave

9.10.3.1 During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from the unit member’s duties on account of maternity or paternity leave pursuant to Government Code section 12945.2 and/or Education Code section 45196.1 for a period of up to 12 work weeks, the unit member shall be compensated at 50% of

their regular salary for the remaining portion of the 12-workweek period of parental leave.

- 9.10.3.2 In order to be eligible for leave under this Section, a unit member is not required to have 1,250 hours of service with the County Office during the previous 12-month period; however, the unit member must otherwise satisfy the requirements set forth in Government Code section 12945.2(a) and Article 9.7.1.

9.10.4 Calculation of Parental Leave

For the purposes of this Section:

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

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

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

ARTICLE 10 – UNION RIGHTS

10.1 Meeting Space

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

10.2 Communication

10.2.1 Mail and Bulletin Boards

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

10.2.2 Whom to Notify

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

10.3 Access to Work Locations

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

10.4 Board Agendas

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

10.5 Access to Employee’s Personnel File

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

10.6 Steward Rights

10.6.1 Release Time

10.6.1.1 The County Office shall provide a total of two hundred and twenty (220) hours release time per annum for union-related business for Chapter Officers and Stewards. CSEA shall provide the County Office with a written list of all Chapter Officers and Stewards on an annual basis.

10.6.1.2 Employees must submit a written request to their Supervisor to take the release time as far in advance as possible, but no less than five work days prior to the commencement of the release time, except in emergency situations. In determining whether to approve the request, the Supervisor will consider the negative impact on the Program and/or ability to obtain substitute coverage. If the Supervisor denies the request, CSEA will have the right to offer at least three alternative dates for the release time to be taken within a five work day period from the date of the initially requested release time. The supervisor must approve one of the alternative dates proposed by CSEA.

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

10.6.2 Areas of Representation

10.6.2.1 CSEA will be allowed one (1) steward for every 15 unit members.

10.6.2.2 When it is necessary for a Steward to investigate a potential grievance or for a steward or grievant to attend a grievance meeting or hearing during the work day, appropriate release time without loss of pay shall be granted.

10.7 Printing and Distribution of Materials

10.7.1 Within thirty (30) days of the full ratification of a successor Agreement, the County Office shall provide a draft of the successor Agreement to the Chapter President and the Labor Relations Representative for CSEA's review. CSEA will review and return the draft copy of the successor Agreement to the County Office within 30 days. The parties shall meet, unless otherwise agreed to in writing, to review and approve the final version of the successor Agreement.

10.7.2 Once the parties finalize the successor Agreement, the County Office and Association agree that the Agreement will be posted to the County Office's website. In addition, the County Office, within 30 days of the finalization of the successor Agreement, will provide to the Chapter President, without charge, 100 hard-copies of the successor Agreement.

10.8 Supervisors

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

ARTICLE 11 – MANAGEMENT RIGHTS

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

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

ARTICLE 12 – HOURS AND OVERTIME

12.1 Overtime

- 12.1.1 For employees not on a flex-time schedule, overtime is defined to include any time required by the County Office to be worked in excess of eight (8) hours in any one day and/or in excess of forty (40) hours in a workweek. For employees on a flex-time schedule, overtime shall be paid for hours worked in excess of forty (40) hours in a workweek.
- 12.1.2 Overtime must be authorized in advance by the employee's designated supervisor.
- 12.1.3 The hourly rate of pay to be used for determining overtime will be calculated by dividing the monthly salary by 173.333 and multiplying that figure by 1.5.

12.2 Rest Periods

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

12.3 Building Closure

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

12.4 Work Week

Each full-time employee shall work forty (40) hours per week. In addition, the County Office may hire part-time employees whose hours worked per week shall be based upon their full-time equivalency status. Base hours of the work day shall be 8:00 a.m. to 5:00 p.m., with sixty (60) unpaid minutes for lunch. Any deviation from these base work hours requires that the employee to submit a flextime request as set forth in Article 7.

12.5 Compensatory Time

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

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

12.6 Calendars

The Collaborative Problem Solving Committee will meet to negotiate the work year calendar.

ARTICLE 13 – PROFESSIONAL DEVELOPMENT

13.1 Tuition Reimbursement

Effective with the 2018-19 school year, the County Office shall provide reimbursement up to a total of Twelve Thousand Dollars (\$12,000.00) per fiscal year to eligible employees of CSEA for the necessary costs of tuition, fees, texts, and related fees for classes/training, given by accredited institutions of learning or approved specialized training groups, that have been approved in writing by the appropriate Division Head prior to commencement of the training.

13.1.1 Eligibility

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

13.1.2 Initial Allocation of Tuition Reimbursement

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

13.1.3 Additional Allocations of Tuition Reimbursement

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

13.1.3.2 The window period for applying in writing for additional reimbursement shall be by May 1st through June 1st.

13.1.3.3 After providing all reimbursements, any money remaining from the Twelve Thousand Dollars (\$12,000.00) does not carry over into the next fiscal year.

13.1.3 Interested employees must complete a Training/Course Tuition Reimbursement Request and forward it to their Supervisor.

13.1.4 Final approval/disapproval by the Division Head will be provided within 10 days of their receipt of the Training/Course Tuition Reimbursement Request.

13.1.5 If an employee decides not to complete their proposal they must notify their Supervisor immediately. This may allow another employee on a waiting list to participate.

13.1.6 The objective of this Program is to increase the skills and knowledge in an employee's current position and/or to provide training for promotional opportunities within the organization.

- 13.1.7 If a bargaining unit employee's request is denied for an initial tuition reimbursement allocation, the bargaining unit employee may appeal the decision to the Tuition Reimbursement Dispute Panel within ten (10) working days of the denial. The Panel shall be convened and render its decision within ten (10) working days of its receipt of the appeal. The Panel shall be composed of two (2) bargaining unit employees from CSEA and two (2) managers from outside of the bargaining unit employee's Division. The majority decision of the Panel shall be final and not subject to the grievance procedure. In the event the Panel is not able to reach a majority decision, the Associate Superintendent, Human Resources or their designee shall render the decision.

13.2 Other

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

13.3 In-Service Training Program

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

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

13.4 Training Advisory Committee

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

ARTICLE 14 – GRIEVANCE PROCEDURES

14.1 Definitions

- 14.1.1 A "grievance" is a complaint by an employee, group of employees that there has been an alleged misinterpretation, misapplication, or violation of the Agreement.
- 14.1.2 A "grievant" may be one or more members of the unit asserting a grievance or

CSEA may file a grievance on behalf of an individual or group of employees.

14.1.3 A “day” is any day, which the central administrative offices of the County Office are open for business.

14.1.4 The “supervisor” is the immediate supervisor or the lowest level site administrator having supervisory authority over the grievant.

14.2 Grievance Procedures

14.2.1 Level 1: Informal Level

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

14.2.2 Level II: Formal

14.2.2.1 If the informal discussion does not resolve the grievance, a formal grievance may be presented, in writing, within 15 days of the last discussion or meeting with the supervisor. The formal grievance may be presented to the Program Manager or Division head.

14.2.2.2 All written grievances must be submitted on mutually agreed upon grievance forms and will provide the following information:

14.2.2.2.1 The date(s) and description of the occurrence or omission, which gave, rise to the grievance.

14.2.2.2.2 A statement of how the grievant was adversely affected.

14.2.2.2.3 The specific section(s) of the Agreement alleged to have been misinterpreted, misapplied, or violated.

14.2.2.2.4 The remedy or remedies sought by the grievant to resolve the grievance.

14.2.2.2.5 The signature of the grievant and the date submitted to the supervisor and Steward.

14.2.2.3 Within ten (10) days of receiving the written grievance, the Administrator will hold a conference with all interested parties to the grievance, unless mutually agreed otherwise.

14.2.2.4 If the grievance is not settled or resolved, the Administrator shall provide a written response to the grievance within ten (10) days of the meeting or if no meeting is held, within twenty (20) days of receipt of the request. A copy of the written response shall be provided to the grievant and the CSEA Chapter President.

14.2.3 Level III: Grievance Resolution Adjustment Board

- 14.2.3.1 If the grievance is not resolved at Level II, only CSEA may appeal to the Adjustment Board. Appeals to the Adjustment Board shall be made in writing and directed to the Associate Superintendent of Human Resources within ten (10) working days of the date of the County Office's Level II response.

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

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

- 14.2.3.2 Prior to the Adjustment Board hearing, the Associate Superintendent shall provide the panel members with a copy of the Level I and II grievance paperwork including the written responses (if any) from the County Office.
- 14.2.3.3 The Adjustment Board – by majority decision – shall decide how the hearing is to be conducted and shall notify the parties in writing, with reasonable notice, prior to the hearing.
- 14.2.3.4 The Adjustment Board, CSEA, and the County Office are empowered to call County Office employees as witnesses.

However, the Adjustment Board retains the ability to limit many witnesses may be called by each side or to not allow a witness to be called if a determination is made that the testimony is not relevant to the proceedings or is otherwise not necessary for the Adjustment Board to hear to render a decision.

14.2.3.5 The advisory/recommended decision of the Adjustment Board shall be made by a majority vote and shall be reduced to writing by the neutral panel member. The written recommendation shall be provided to the grievant(s), CSEA Chapter President, and County Office within ten (10) days after the Adjustment Board meeting. Any majority decision of the Adjustment Board shall be advisory in nature and shall be non-binding and non-precedential.

14.2.4 Level IV: Superintendent

14.2.4.1 If the grievance is not resolved at Level III, the aggrieved employee(s) may appeal to Level IV within five (5) days of the date of the Adjustment Board issuing notice of its advisory recommendation or notice that it did not reach a majority decision. The appeal shall be in writing and shall contain the following information:

14.2.4.1.1 The date(s) and description of the occurrence or omission, which gave, rise to the grievance.

14.2.4.1.2 A statement of how the grievant was adversely affected.

14.2.4.1.3 The specific section(s) of the Agreement alleged to have been misinterpreted, misapplied, or violated.

14.2.4.1.4 The remedy or remedies sought by the grievant to resolve the grievance.

14.2.4.1.5 The signature of the grievant and the date submitted to the supervisor and Steward.

14.2.4.1.6 The Adjustment Board's advisory recommendation or notice of its inability to reach a majority decision.

14.2.4.2 Either the grievant or the Superintendent may request a conference with the other party. Such conference shall, unless mutually agreed otherwise, take place within ten days of the request.

14.2.4.3 If the grievance is not settled or resolved, the Superintendent shall provide a written response to the grievance within fifteen (15) days of the conference or if no conference is held within twenty (20) days of receipt of the Level IV appeal.

14.2.4.4 The written decision shall be provided to the grievant and a copy shall be provided to the CSEA Chapter President.

14.2.4.5 The decision of the Superintendent shall be final when rendered.

14.3 Grievance Provisions

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

ARTICLE 15 – LAYOFF AND RETRAINING

15.1 Order of Layoff

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

15.2 Notice

- 15.2.1 Procedures for issuing layoff notices are set forth in section 45117 of the Education Code.
- 15.2.2 Notice to CSEA

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

15.3 Bumping Rights

- 15.3.1 When the County Office provides an employee with notice of their displacement rights, as required by Section 45117 of the Education Code, such

notice shall contain a form which identifies an employee's bumping rights, if any, and provides the employee an opportunity to exercise said bumping rights. The employee shall have seven (7) calendar days to respond in writing as to whether the employee will exercise their bumping rights.

- 15.3.2 The parties agree that date of hire seniority shall be utilized for purposes of determining an employee's seniority.
- 15.3.3 If two or more employees are subject to layoff and have equal seniority, the determination as to who shall be laid off shall be made by lot.
- 15.3.4 An employee who will suffer a layoff for lack of work or lack of funds despite the exercising of bumping rights, may accept a transfer to an equivalent position, i.e., a position in the same range or a voluntary demotion to a vacant position in a lower range, in which no previous service has been rendered provided that they are qualified to perform the duties of the class with the approval of the County Office.

15.4 Reemployment Rights

- 15.4.1 An employee laid off because of lack of work and/or lack of funds shall be eligible for reemployment in the class from which they were laid off for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, the Unit member shall have the right to participate in promotional examinations within the County Office during the thirty-nine (39) month period.
- 15.4.2 An employee who takes a voluntary demotion or voluntary reduction in assigned time in lieu of layoff or to remain present in their present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided, that the same tests of fitness under which the Unit member qualified for appointment to the class shall still apply.
- 15.4.3 An employee who takes voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be, at the option of the Unit member, returned to a position in their former class or to a position with increased time as vacancies become available, and without limitation of time. If there is a valid reemployment list, the employee shall be ranked on that list in accordance with their proper seniority.
- 15.4.4 Any employee who is laid off and subsequently is eligible for reemployment shall be notified in writing of a position vacancy in a class in which they had previously worked. Unit members shall be reemployed in the highest rated job classification available in accordance with their class seniority. An employee must notify the County Office of acceptance or refusal or reemployment within

ten (10) working days following receipt of the reemployment notice. An employee accepting a position lower than their highest former class shall retain the remainder of their thirty-nine (39) months right to the higher classification.

15.4.5 One refusal for an offer to the highest class held will remove an employee's name from the reemployment list.

15.4.6 An employee may elect to accept retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. An employee who retires in lieu of these shall also be placed on the 39 month reemployment list, but shall not be eligible for reemployment during such period of time as may be specified by pertinent Government Code sections.

15.5 Additional Layoff Considerations

15.5.1 Procedures for the retention or separation of short-term employees during the layoff of classified employees are set out in Education Code section 45117(f)

15.5.2 The County Office shall not abolish any classified position and utilize volunteers in lieu of classified employees who are laid off as a result of the abolition of a position.

15.5.3 It is the intent of the County Office to utilize employees in a layoff status as substitutes whenever possible and if the employee so desires. A substitute list will be maintained and those employee in layoff status who have applied to serve as a substitute will be given first consideration for substitute assignments within the classification of the layoff.

15.6 Sick Leave Balance and Vacation Accrual

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

ARTICLE 16 – DAMAGE TO OR LOSS OF EMPLOYEE PROPERTY

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

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

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

ARTICLE 17 – PERSONNEL FILES

17.1 Access

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

17.2 Inserting Material

- 17.2.1 The County Office may insert material of a derogatory nature into an employee's personnel file only after ten (10) working days' notice to the employee.
- 17.2.2 Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- 17.2.3 Employees can cause to be placed in their personnel files responses to adverse material inserted therein and a reasonable amount of commendations from sources directly relating to their job performance.
- 17.2.4 If after a three year period of time following the issuance of a disciplinary action there has been no other discipline imposed on the bargaining unit employee, the disciplinary documents shall be sealed within the bargaining unit employee's personnel file. The applicable document(s) will remain sealed unless disclosure is required pursuant to a court order or other legal mandate, or if such document(s) are necessary for the County Office to defend itself, its students or employees in a lawsuit, claim, administrative matter before a State, Federal or other agency/entity with jurisdiction over such matter, or charge. The sealed information/documents may only be accessed by the Superintendent, Associate

Superintendent of Human Resources or their designees and the employee who received the disciplinary action.

17.3 Permanency

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

ARTICLE 18 – EVALUATIONS

18.1 Schedule

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

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

18.2 Content

All evaluations shall be based on factual and pertinent data. Any area of the evaluation form rated below job standard shall include specific recommendations for improvements.

18.3 Prior Notification

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

ARTICLE 19 – DISCIPLINARY PROCEDURE

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

Discipline may only be imposed in accordance with Merit System Rule 190.1.

19.1 Notice of Unsatisfactory Service

Discipline shall be imposed only after prior verbal and subsequent written warning by the County Office has been given and has not resulted in remediation of the unsatisfactory performance or behavior on the part of the employee, except for an emergency situation in which the employee's presence would lead to a clear and present danger to the lives, safety or health of any person, in which case the County Office may immediately suspend the employee with pay for up to three (3) days. Written warnings must be based on factual and pertinent data. Written warnings are not

subject to the grievance procedure; however, they may be appealed through the Personnel Commission.

19.2 Union Representation

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

19.3 Appeal

A permanent employee who has been suspended, demoted, or dismissed, may appeal to the Personnel Commission pursuant to Merit System Rules, Section 60.800.3.

ARTICLE 20 – RECLASSIFICATION

20.1 Requests for Study

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

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

20.2 Effective Date of Reclassification

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

20.3 Effects on Incumbents

- 20.3.1 When positions or whole classes are reclassified upward, the rights of incumbents are determined in accordance with Education Code section 45285; incumbents of the reclassified position who have been in the class for three or more years shall be reclassified with their position without examination; an employee who has been reclassified with the position shall be ineligible for subsequent reclassification with the position for a period of at least three years from the initial action. Those incumbents not able to be reclassified with their positions without competitive examination shall have one opportunity to pass a qualifying examination for the higher class. An employee who is reclassified

to a class allocated to a higher salary range shall be placed on the step of the new range, which will provide a minimum of one full step (5.0%) increase.

20.3.2 When a position or group of positions is reclassified to a class with an equal or lower salary range, an incumbent shall have the following rights:

20.3.2.1 The right to bump the employee in the same class with the lowest seniority in the class, provided that the incumbent has greater seniority in the class;

20.3.2.2 The right to bump the employee with the least seniority in any equal or lower class in which the incumbent formerly served, provided that they had greater seniority in the class;

20.3.2.3 The right to be demoted or to transfer, without examination to the class to which the position is reclassified, and the employee may choose to transfer, demote, or exercise bumping rights at their option.

ARTICLE 21 – LIGHT DUTY

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

ARTICLE 22 – CATASTROPHIC ILLNESS OR INJURY PROGRAM

The parties agree to implement a catastrophic illness or injury program as defined in Education Code section 44043.5.

22.1 Definitions

22.1.1 “Catastrophic illness or injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave and other paid time off.

22.1.2 “Catastrophic leave credit” means sick leave donated to one employee from another employee’s accrued sick leave.

22.1.3 “Eligible leave credits” means sick leave accrued to the donating employee.

- 22.1.4 For purposes of this Article, “Family” shall be defined as the employee’s spouse, registered domestic partner, parent, grandparent, any child for which the employee has primary responsibility, or sibling. In special circumstances, the definition of “family” may be expanded to include other individuals by mutual agreement between the County Office and employee.

22.2 Eligibility

Eligible leave credit may be donated to an employee for a catastrophic illness or injury if all of following requirements are met:

- 22.2.1 The employee must be a permanent full- or part-time (at least 50%) employee. The employee who is, or whose family member is, suffering from a catastrophic illness or injury submits a written request that eligible leave credits be donated using the Catastrophic Leave Application form.
- 22.2.2 The employee submits to the Human Resources Department written verification of a catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the treating health care professional, which shall include the incapacitating nature and probable duration of the illness or injury.
- 22.2.3 The County Office determines that the employee is unable to work due to the employee’s or their family member’s catastrophic illness or injury; and
- 22.2.4 The employee requesting donation of eligible leave credits must have exhausted all accrued fully paid sick leave as well as any other paid leave.
- 22.2.5 Catastrophic illness leave does not apply to absences that qualify for Workers’ Compensation benefits. Additionally, catastrophic illness leave does not apply to absences resulting from stress claims; however, physical manifestations such as heart disease or high blood pressure shall be included.

22.3 Requests for Withdrawal

An eligible employee who wishes to receive catastrophic illness benefits must submit a request in writing, using the County Office approved form, to the Human Resources Department, asking that eligible leave credit donations be solicited on their behalf.

22.4 Donation Process

- 22.4.1 Donations will be solicited by the County Office making an announcement on behalf of the employee who meets the requirements for this benefit.
- 22.4.2 Those employees donating eligible leave credits must submit a signed donation form to the Human Resource Department.

- 22.4.3 A list of eligible donors, who request to contribute eligible leave credits to the employee, will be established by the Human Resources Department.
- 22.4.4 In order to contribute, an employee, after making the donation, must still have a minimum of five accumulated sick days.
- 22.4.5 The minimum amount an employee may donate is one day of sick leave, which shall be deemed to equate to the legal minimum required by Education Code section 44043.5. One full day of donated sick leave shall provide one full day of catastrophic leave credit to the receiving employee. The maximum contribution by any employee shall be 10 days.
- 22.4.6 Once a commitment to donate eligible leave credits has been made by an employee, that commitment cannot be revoked.
- 22.4.7 Catastrophic leave credit shall be used in the order donations are received.
- 22.4.8 All donations are to remain confidential from other employees and the recipient.

22.5 Use of Catastrophic Leave Credit

- 22.5.1 An employee who receives eligible leave credits shall use any sick leave that they continue to accrue on a monthly basis before receiving paid leave pursuant to this Program.
- 22.5.2 The maximum amount of time that catastrophic leave credits may be used for, shall not exceed use for a maximum period of twelve (12) consecutive months.
- 22.5.3 The combined total number of days an eligible employee shall be entitled to receive shall be limited to a maximum of forty workdays.
- 22.5.4 Withdrawals from the Bank shall be granted in units of no more than twenty consecutive workdays. Participants may submit requests for a one-time extension of a maximum of twenty workdays as their grant expires. Withdrawals will be made in increments of one day at a time, which reflects the employee's regular work assignment.
- 22.5.5 Eligible leave credits shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
- 22.5.6 Catastrophic leave credits which are not used in full by the recipient shall be returned to the donors in the reverse order they were received.
- 22.5.7 The total number of days for this Program for all employees shall not exceed 120 days during a fiscal year.

22.6 Decisions For Participation In The Program

The County Office has responsibility and authority for final decisions regarding participation in this Program.

ARTICLE 23 — CAREER LADDER

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

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

forth in this Article. Such deductions shall be done in equal payments from three (3) consecutive monthly paychecks. The deductions shall commence upon notification by the County Office of the employee's failure to comply with the requirements set forth in this Article.

ARTICLE 24 - COLLABORATIVE PROBLEM-SOLVING COMMITTEE

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

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

ARTICLE 25 - TEMPORARY WORK

ESY assignments for non-vacation earning employees will be offered to the first qualified employees in the Program in which they are currently employed, in order of seniority. Thereafter, assignments shall be offered in order of seniority to other qualified non-vacation earning employees who have requested ESY work by the appropriate deadline. No employee shall be required to accept an assignment for ESY. No temporary employees shall be hired for ESY while there are qualified non-vacation earning employees who have requested an ESY assignment, but have not received such assignment.

ARTICLE 26 – EXAMINATION PROCEDURES

26.1 Procedures

- 26.1.1 When two or more bargaining unit members have met the announced application deadline for promotional examinations and their applications have been approved for a vacant position, the written and oral examinations shall be offered during the member's regular working hours.
- 26.1.2 Whenever it is necessary to fill existing, or anticipated vacancies and an appropriate eligibility list does not exist, the Personnel Commission shall

announce each examination on an employment opportunities bulletin, which shall be distributed to all employee work sites and community locations for at least fifteen (15) days. The Personnel Director will notify community agencies and organizations supporting women, minorities, and the disabled of each examination.

26.2 Promotional Examinations

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

26.3 Promotional and Open Competitive Examinations

- 26.3.1 Where an adequate field of promotional applicants does not exist or there is doubt as to its adequacy, the Personnel Director may advertise the examination among employees and the general public.
- 26.3.2 This examination procedure shall result in a promotional and open eligibility list. The promotional list shall take precedence when certifying eligible. When the promotional eligibility list does not contain sufficient ranks of eligible (defined as having fewer than three (3) eligible and willing employees), certification of additional ranks shall then be made from the open list.

ARTICLE 27 – EFFECT OF AGREEMENT

It is the intention of the parties that this Agreement set forth the full and entire understanding of the parties regarding all matters set forth herein.

There shall be no additions to or deletions from the content of any article and there shall be no articles added except by mutual agreement by the County Office and CSEA. In addition, there shall be no further negotiations on any matter that is within or comes within the scope of representation for the duration of the contract except by mutual agreement or as provided by any reopeners.

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

ARTICLE 28 – SETTLEMENT OF DISPUTES

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

ARTICLE 29 – SAVINGS PROVISION

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

ARTICLE 30 – DURATION OF AGREEMENT

30.1 This Agreement shall be in effect from July 1, 2021 through June 30, 2024. There shall be no reopeners during the duration of this Agreement, unless otherwise provided for in this Agreement.

- 30.1.1 For the 2023-2024 school year, either party may reopen Article 3 for negotiations. During reopener negotiations, the parties may also negotiate over the topic of remote work, which may include extension or modification of the parties' Remote Work Program MOU, which is set to expire on June 30, 2023.
- 30.1.2 The parties further agree that at any time from July 1, 2021 through June 30, 2024, the collective bargaining agreement shall, upon request of either party, be re-opened for negotiations limited only to economic issues, if the State alters the basic funding mechanisms for public education.

CSEA Chapter 887 Signature Page

For the San Mateo County
Office of Education:

Tami Moore Tami Moore

Karen J. Berman Karen J. Berman

Sarah Notch Sarah Notch

Date: 10/10/22

Approved by the San Mateo County
Superintendent of Schools

Date: 10/31/22, 2022

Nancy Magee
Nancy Magee

For the CSEA Chapter #887

Terri Aiello
Digitally signed by Terri Aiello
Date: 2022.10.10
14:16:42 -07'00'

CHRISTIAN MORALES

may Tran

Francesca D'Amato Francesca D'Amato

Lauriene Houston Lauriene Houston

Mark Westerberg, LRR

Date: October 10, 2022

Ratified by the Unit on May 18, 2022

APPENDIX A - CSEA 887 CLASSIFICATIONS

Accountant
Accounting Assistant
Accounting Technician
Administrative Assistant I
Administrative Assistant II
Administrative Assistant III
Braille Transcriber
Correctional Facilities Analyst
Credentials Analyst
Education Data Analyst
Facilities Services Assistant
Financial Analyst
Fingerprint Assistant
Office Assistant
Payroll Specialist
Payroll/Retirement Auditor
Payroll/Retirement Auditor Analyst
Receptionist
School Administrative Assistant I
School Administrative Assistant II
Senior Accounting Assistant
Senior Credentials Analyst
Senior Executive Assistant
Student Services Specialist
Substitute Placement Assistant
Support Services Technician
Vocational Counselor

APPENDIX B – SALARY SCHEDULE

Monthly Salary Schedule for:
California School Employees Association, Chapter 887
Fiscal Year: 2022/2023
Effective: 7/1/2022
3%

Job Title	Range	Longevity										
		A	B	C	D	E	7 years	10 years	13 years	16 years	22 years	26 years
Educational Data Analyst	137	\$8,088	\$8,492	\$8,917	\$9,362	\$9,830	\$10,113	\$10,403	\$11,001	\$11,317	\$11,543	\$11,759
Personnel Commission Analyst	137	\$8,088	\$8,492	\$8,917	\$9,362	\$9,830	\$10,113	\$10,403	\$11,001	\$11,317	\$11,543	\$11,759
Financial Analyst	136	\$7,893	\$8,288	\$8,702	\$9,137	\$9,592	\$9,868	\$10,151	\$10,735	\$11,043	\$11,264	\$11,475
Multimedia Designer	136	\$7,893	\$8,288	\$8,702	\$9,137	\$9,592	\$9,868	\$10,151	\$10,735	\$11,043	\$11,264	\$11,475
Accountant	134	\$7,516	\$7,893	\$8,288	\$8,702	\$9,137	\$9,400	\$9,670	\$10,226	\$10,520	\$10,730	\$10,931
Payroll/Retirement Audit Analyst	131	\$6,987	\$7,335	\$7,701	\$8,088	\$8,492	\$8,736	\$8,987	\$9,504	\$9,777	\$9,973	\$10,160
Personnel Commission Specialist	130	\$6,818	\$7,158	\$7,516	\$7,893	\$8,288	\$8,526	\$8,771	\$9,275	\$9,542	\$9,733	\$9,915
Executive Assistant III - Non Confidential	130	\$6,818	\$7,158	\$7,516	\$7,893	\$8,288	\$8,526	\$8,771	\$9,275	\$9,542	\$9,733	\$9,915
Senior Executive Assistant	128	\$6,494	\$6,818	\$7,158	\$7,516	\$7,893	\$8,120	\$8,353	\$8,833	\$9,087	\$9,269	\$9,443
Executive Assistant	126	\$6,184	\$6,494	\$6,818	\$7,158	\$7,516	\$7,732	\$7,954	\$8,411	\$8,653	\$8,826	\$8,991
Green Facilities and Operations Analyst	126	\$6,184	\$6,494	\$6,818	\$7,158	\$7,516	\$7,732	\$7,954	\$8,411	\$8,653	\$8,826	\$8,991
Information Technology Project/Operations Analyst	126	\$6,184	\$6,494	\$6,818	\$7,158	\$7,516	\$7,732	\$7,954	\$8,411	\$8,653	\$8,826	\$8,991
Senior Credentials Analyst	126	\$6,184	\$6,494	\$6,818	\$7,158	\$7,516	\$7,732	\$7,954	\$8,411	\$8,653	\$8,826	\$8,991
Accounting Technician	123	\$5,747	\$6,035	\$6,337	\$6,653	\$6,987	\$7,188	\$7,395	\$7,820	\$8,045	\$8,206	\$8,360
Student Services Specialist	123	\$5,747	\$6,035	\$6,337	\$6,653	\$6,987	\$7,188	\$7,395	\$7,820	\$8,045	\$8,206	\$8,360
Administrative Assistant III	122	\$5,610	\$5,890	\$6,184	\$6,494	\$6,818	\$7,014	\$7,216	\$7,631	\$7,850	\$8,007	\$8,157
Credentials Analyst	121	\$5,475	\$5,747	\$6,035	\$6,337	\$6,653	\$6,844	\$7,041	\$7,446	\$7,660	\$7,813	\$7,959
Payroll Specialist	121	\$5,475	\$5,747	\$6,035	\$6,337	\$6,653	\$6,844	\$7,041	\$7,446	\$7,660	\$7,813	\$7,959
Payroll/Retirement Auditor	121	\$5,475	\$5,747	\$6,035	\$6,337	\$6,653	\$6,844	\$7,041	\$7,446	\$7,660	\$7,813	\$7,959
Administrative Assistant I - Bilingual	120	\$5,343	\$5,610	\$5,890	\$6,184	\$6,494	\$6,681	\$6,873	\$7,268	\$7,477	\$7,627	\$7,770
Administrative Assistant II	120	\$5,343	\$5,610	\$5,890	\$6,184	\$6,494	\$6,681	\$6,873	\$7,268	\$7,477	\$7,627	\$7,770

APPENDIX C – DEPARTMENT OF LABOR NOTICE WHD1420

EMPLOYEE RIGHTS AND RESPONSIBILITIES

UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and

if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

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U.S. Department of Labor Wage and Hour Division



WHD Publication 1420 · Revised February 2013

APPENDIX D – Juneteenth Holiday

SETTLEMENT AGREEMENT
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTERS 158, 789, AND 887
AND
THE OFFICE OF THE SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS

This Settlement Agreement is entered into by the undersigned representatives of the Office of the San Mateo County Superintendent of Schools ("County Office") and California School Employees Association and its Chapter 158, 789, and 887 ("CSEA"), collectively referred to as the "parties."

RECITALS

A. A dispute has arisen regarding the recognition of Juneteenth as a holiday for the 2020-2021 school year based upon the Proclamation signed by President Biden (the "Dispute"). The parties agree to utilizing a single alternate date to recognize the Juneteenth Holiday that occurred during the 2020-2021 fiscal year; however, due to the various work calendars for CSEA bargaining unit members and their job responsibilities, the parties could not agree on a day when all bargaining unit employees would have a scheduled workday. Accordingly, the parties agreed to recognize Juneteenth on December 29, 2021, subject to the provisions below.

B. The parties wish to resolve the Dispute without any additional expenditure of time, effort, and money. Therefore, the parties agree as follows.

AGREEMENT

1. In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the County Office agrees that:

a. Effective beginning with the 2021-2022 school year, Juneteenth (June 19th) will be recognized as an additional paid holiday for CSEA classified bargaining unit employees.

b. For any CSEA bargaining unit employee who works in a classification that had June 18, 2021 as a paid workday and worked on that date, the following will apply:

- i. if the bargaining unit employee works in a classification that includes December 29, 2021 as a paid workday, the employee shall receive that day as a paid holiday, which shall be at the employee's base hourly rate; and
- ii. if the bargaining unit employee works in a classification that does not include December 29, 2021 as a paid workday, the bargaining unit employee will receive one-day of pay at 1.5 times their base hourly rate, which will be paid in the February pay warrant. This payment shall be in addition to the pay that the bargaining unit employee received for working on June 18, 2021. For example, if they are a 6.5 hour per day employee and their base hourly rate is \$25/hour, they will receive \$243.75, minus withholdings/deductions in their February pay warrant.

2. CSEA agrees, on behalf and the bargaining unit employees represented by CSEA, that by entering into this Agreement it is fully resolving any issues relating to the Dispute.

3. CSEA agrees, on behalf and the bargaining unit employees represented by CSEA, that the foregoing shall constitute the entire amount of consideration in connection with the Dispute to be provided under this Agreement, and that it will not file any actions, claims, grievance or charges in any forum or otherwise seek additional compensation or remedies in connection with any matter arising from or connected to the Dispute.

4. The parties agree that: (a) except for subsequent proceedings between or among the parties involving claims of a breach of any of the provisions set forth in the settlement agreement, the agreement may not be used – and shall not be admissible – in any grievance, arbitration case, charge, lawsuit or other proceeding between or among them; (b) that the settlement shall have no precedential effect on any grievance, arbitration case, charge, lawsuit or other proceeding between the County Office and CSEA; and (c) that by entering into the settlement agreement, the County Office does not admit to any breach of the collective bargaining agreement or to the violation of any law, statute, rule or regulation, and any claimed breach or violation is expressly denied.

5. Any alleged violations of this Agreement may only be initiated by CSEA or the President of each Chapter through the grievance procedure set out in each respective parties' collective bargaining agreement.

6. This Agreement may be executed in counterparts and each counterpart, when executed, shall have the efficacy of a second original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any purpose.

10/13/2021
Date

Haxi Chand
CSEA CHAPTER 158 HAXI CHAND

10/13/2021
Date

Robert Fuentes
CSEA CHAPTER 789 Robert Fuentes

10/13/2021
Date

Carrie Matton
CSEA CHAPTER 887, Carrie Matton

12/13/21
Date

Mae Westenberg
CSEA, Mae Westenberg, LRR

10.18.21
Date

Nancy Magee
OFFICE OF THE SAN MATEO COUNTY
SUPERINTENDENT OF SCHOOLS