

**SALARY PROPOSAL from
San Carlos School District to the
California School Employees Association**

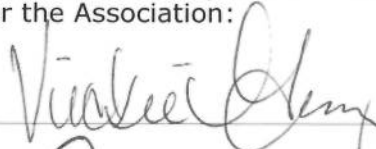


**Article VII – Salary
June 2, 2015**

1. The CSEA salary schedule shall be increased by nine percent (9.0%) over the course of three years as follows:
 - a. 2015-2016: Three Percent (3%) Increase: Increase the 2014-2015 salary schedule by one and one-half percent (1.5%), effective July 1, 2015 and an additional one and one-half percent (1.5%), effective January 1, 2016.
 - b. 2016-2017: Three Percent (3%) Increase: Increase the 2015-2016 salary schedule by one and one-half percent (1.5%), effective July 1, 2016 and an additional one and one-half percent (1.5%), effective January 1, 2017.
 - c. 2017-2018: Three Percent (3%) Increase: Increase the 2016-2017 salary schedule by one and one-half percent (1.5%), effective July 1, 2017 and an additional one and one-half percent (1.5%), effective January 1, 2018.

Dated: 6/2/15
For the District:




Dated: 6/2/15
For the Association:



 6/2/15

RECOGNITION

SCSD: Proposed
5/18/15

1.1 The District recognizes the Association as the exclusive representative as defined in Section 3540.1(e) of the Government Classified positions in the District Code. CSEA shall represent the following:

Special Education Secretary, District Office Registrar/Front Office Clerk: (Staff Secretary I and II)

Elementary School Secretary, Middle School Secretary (School Secretary I and II)

Human Resources Assistant (Account Clerk III)

Purchasing/Accounts Payable Clerk (Accounts Clerk III)

Payroll/Benefits Specialist (Account Clerk IV) ~~Account Clerk I, II, III & IV~~

Lead Technology Support Assistant

Technology Support Assistant

Library Technician

Instructional Aide

Special Education Office Assistant ~~I & II~~ (II)

Special Education Para-Educator

Nurse/Para-Educators¹

Maintenance Painter/Carpenter

Grounds Maintenance Supervisor

Lead Grounds Worker

Lead Grounds Maintenance Worker

Grounds Maintenance Worker I & II

Driver/Maintenance Assistant

Head Day Custodian

Lead Day Custodian

Night Custodian ~~I & II~~ (II)

Maintenance Mechanic

Food Service Assistant

~~Inclusion Para-Educators²~~

~~Head of Maintenance—Note this position has already been abolished pursuant to the procedure set forth in section 17.1 and by final action of the Governing Board. This classification no longer exists and there is no subject over which to negotiate~~

1.2 Excluded from this unit are all employees whose position is not listed above, all noon duty supervisors, substitute employees, short-term positions employed and paid for less than 75% of a school year, student employees, and all management and confidential employees.

1.3 The term "short-term employees" shall be construed to mean any person who is employed to perform a service for the District, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis. Students are part-time or full-time students employed in work-study or work experience programs.

1.4 All newly created positions, except those that lawfully are certificated, management, confidential or supervisory or excluded in Section 1.2 above, shall be assigned to the bargaining unit. Any disputes shall be submitted to PERB for resolution.

1 Effective July 1, 2002, Health Para-Educators shall be employed subject to needs identified in an individual student's IEP.

2 Add effective May 1, 2002. Inclusion Para-Educators shall be employed subject to the approval of the special education inclusion students IEP team. Notwithstanding Article XVIII, individuals hired in this position shall not have any bumping rights within this classification, but they shall be placed on the 39-month rehire list when they are laid off.

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ARTICLE II

NO DISCRIMINATION

- 2.1 ~~No employee in the bargaining unit shall in any way be favored or discriminated against in wages, hours or other terms and conditions of employment because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status, and, to the extent prohibited by law, no person shall be discriminated against because of age, sex or physical handicap.~~ The District shall not discriminate against any unit member on the basis of race, color, national origin, religion, sex, gender expression, gender identity, pregnancy, physical or mental disability, medical condition, (cancer related or genetic characteristics), genetic information (including family or medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services.

Pat Per 5/18/15

ONE 5/18/15

Jami Cukan 5/18/15

CoCapt 5/18/15

Murphy 5/18/15

Vickie King 5/18/15

Tom Per 5/18/15

Ray Cuna 5/18/15

Supreme Band 5/18/15

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CSEA Proposal 6.2.15

Article V: Organizational Rights

5.1.7 The right to release time for ~~one~~ two CSEA Chapter delegates to attend the CSEA Annual Conference.

9.0 Effective January 1, 2015, ~~The~~ District shall pay the following maximums per month per full-time Classified Employee for the current fringe benefit program. ~~(See Appendix B):~~

Employee only:	\$ 7000 <u>9,000</u> /year
Employee + One / Family	\$ 9000 <u>11,000</u> /year

~~NOTE: The foregoing increase in the District's contribution shall be applied retroactively to be effective January 1, 2012. Employee pay warrants shall be adjusted prospectively following ratification of this agreement.~~

Effective January 1, 2016, the caps shall be:

Single cap: \$9,270

Single + one cap: \$11,330

Family cap: \$ 11,330

Effective January 1, 2017, the caps shall be:

Single cap: \$9,548

Single + one cap: \$11,670

Family cap: \$ 11,670

Cash back and cash in lieu of health benefits are capped at \$5,000 and are not available to classified employees initially hired on or after July 1, 2006.

9.1 The District provides an established monthly amount for full-time 12- and 10-month Classified ~~employees~~ approved each year by the Board of Trustees for Health and Welfare benefits. The employee may select the health and welfare benefits and other prepayment options he/she desires from the mutually approved list of health and welfare benefits, including vision care services, and other prepayment options for the use of pre- tax dollars for daycare, elder care, and other legal options allowed by IRC section 125. If the premiums exceed the established monthly amount, ~~as found in Appendix B,~~ the employee must pay the difference.

9.2 Regular part-time employees shall receive a prorated contribution for 12 months in proportion to the number of hours per week or days per month of scheduled duty worked to the services of a full-time employee.

9.3 Regular part-time ten-month employees shall receive a prorated contribution for 12 months in proportion to the number of hours per week or days per month of scheduled duty worked to the services of a full-time employee.

- 9.4 In order for part-time employees to be entitled to the benefits herein and the prorated contribution by the District, they must work a regular schedule of four hours per day, five days per week. Employees working less than four (4) hours per day may elect to pay for their own benefits on the District Group rate plan if this option is offered by the District's plan provider.
- 9.5 Fringe benefits not used ~~on Appendix B~~ may be applied to employee's choice of tax shelter annuity company, in whole dollar amounts, with a minimum contribution of \$10.00 per month.
- 9.6 Tax sheltered annuities can be changed only once per calendar year. Classified employees may charge the amount of their monthly designation, up to the maximum allowable, semi-annually in October and April.

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ARTICLE XIII
LEAVES

SCSD Proposed
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13.1 Employee's Responsibility:

13.1.1 Each employee is expected to conform to attendance rules.

13.1.2 It is the responsibility of each employee to notify the District of an impending absence by using the AESOP absence reporting system. ~~calling the 24-hour answering service in the District Office. The employee shall provide the following information: Name, School or District Office or Maintenance, Position, Date of Absence, Reason for Absence.~~

13.1.3 Employees shall call AESOP ~~the answering service~~ at least two hours before the start of the work day to report their absence, indicating the day or dates they will be absent. The employee must contact the Human Resources Assistant. ~~The answering service must again be notified before returning to work, unless other arrangements have been made with the immediate supervisor.~~

Checking in and out: In an emergency, when an employee must leave the school site or place where he/she is working, permission must be obtained from the immediate supervisor, the Principal of the school, or the Superintendent.

13.2 Sick Leave:

13.2.1 Classified employees shall be entitled to paid leave of absence for personal illness or injury at the rate of one day for each month of service rendered during a fiscal year providing the employee was in a paid status for half or more of the working days in the month.

However, a new employee of the District shall not be eligible to take more than six days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six months of active service with the District.

13.2.2 Employees having a work schedule of less than twelve (12) months per calendar year and/or less than the number of hours per day prescribed for full-time employees shall be entitled to a prorata of sick leave based on twelve (12) days for twelve (12) calendar months.

13.2.3 Unused sick leave credits shall be accumulated from year to year without limitations.

13.2.4 Application for sick leave benefits requires the signature of the Principal, department head, or supervisor. The Superintendent may require a classified employee to present a signed statement from a licensed physician, at District expense, for any absence due to illness, or injury when in his judgment, it is in the best interest of the District to do so.

- 13.2.5 In the event that an employee is absent for five or more consecutive working days, his/her application for sick leave benefits shall include a statement from a licensed physician.
- 13.2.6 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District. If a probationary employee leaves the District before the end of the year, all unearned, but used sick leave shall be repaid.
- 13.2.7 Any sick leave earned but unused on the date of retirement, the employee may convert to retirement credit in accordance with Government Code section 20862.5 or its successor, if the employee is filing a request for retirement.

13.3 Personal Necessity Leave:

- 13.3.1 During any school year, a classified employee may use, at his/her election, up to a total of seven (7) days of accumulated sick leave benefits in the following cases of personal necessity:
- 13.3.1.1 Death of a member of his/her immediate family. An immediate family member is defined as mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee; or the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee. Provision of this section shall be in addition to those authorized in Section 15.8, Bereavement Leave.
- 13.3.1.2 Accident involving his/her person or property or the person or property of a member of his/her immediate family, as defined above, of such emergency nature that the immediate presence of the employee is required during his/her work day.
- 13.3.1.3 Serious or critical illness of a member of the immediate family, as defined above, calling for the services of a physician and verified by the physician's statement, and of such an emergency nature that the immediate presence of the employee is required during his/her work day.
- 13.3.1.4 Appearance in court as a litigant or as a witness under an official order.
- 13.3.1.5 Paternal leave, limited to three days of the seven personal necessity days.

13.3.1.6 Unspecified personal absence, ~~limited to three days of the seven personal necessity days. Exceptions to above reviewed by the Superintendent.~~

~~For 2012-2013 only, and on a pilot program basis, employees may use up to five (5) days of personal Necessity Leave for "Unspecified personal absence" under section 13.3.1.6 of the Agreement. The parties will assess the impact of this pilot program to determine whether it should continue on a pilot or permanent basis or terminate. Section 13.3.1.6 shall automatically revert to existing contract language (limited to 3 of 7 days per year for this purpose) in 2013-2014 absent negotiated agreement between the parties providing otherwise.~~

13.3.1.7 Leave for religious holiday, limited to three days of the seven personal necessity days.

13.4 Parental Leave:

The Board of Trustees may grant parental leave of absence with or without pay to permanent classified employees upon written request for such a leave. If leave is granted with pay, it shall be deducted from the employee's accumulated sick leave.

13.5 Extended Sick Leave:

After all accumulated sick leave and unused vacation is exhausted, additional non-accumulated sick leave shall be available for a period not to exceed five months. The amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee to fill the absent employee's position during the absence.

13.5.1 When all available leaves of absence, paid or unpaid have been exhausted, and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the 39-month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in accordance with appropriate seniority regulations.

13.6 Court Subpoena:

If an employee, other than a litigant in the case, is necessarily absent because

he/she has been subpoenaed to appear as a witness in a criminal or civil case, no deduction will be made from his/her salary provided that the time and dates of his/her attendance in court are certified by the clerk of the Court on the back of the subpoena and provided, further, that in a case a witness fee is payable, such fee shall be remitted by the employee to the Board of Trustees of the District.

13.7 Jury Duty:

In case of jury service within employees work hours, full salary will be paid for hours missed within work hours. Any fees received for such duty exclusive of mileage shall be remitted by the employee to the District. If employee is released prior to the end of his/her workday, employee must return to work. If the release time is close to the employee's end of workday then employee must notify his/her supervisor to determine whether returning to work is necessary.

13.8 Bereavement Leave:

13.8.1 Classified employees shall be granted bereavement leave not to exceed four (4) days within seven (7) calendar days, or five (5) days if out-of-state travel is required. For the purpose of this section, "Immediate Family" is defined as mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

13.8.2 No deduction shall be made from the salary of an employee granted such leave nor shall such leave be deducted from other leaves granted by the Board of Trustees.

13.9 Maternity Leave:

13.9.1 The Board of Trustees may grant a maternity leave of absence with or without pay to permanent classified employees upon written request for such leave. If leave is granted with pay, it shall be deducted from the employee's accumulated sick leave. At least five (5) months prior to the expected delivery, it shall be the responsibility of the employee upon determination of pregnancy, to submit to the Superintendent or Designee a letter from the attending physician giving the recommended date of confinement together with a request by the employee for consideration as to the date such leave is to commence.

13.9.2 Pregnancy shall be treated as an illness for the purposes of sick leave.

13.9.3 Effective July 1, 2005, in addition to pregnancy disability leave, when a classified employee is otherwise medically cleared to return to work, classified employees may take up to ten sub-differential (10) days for ~~birth or adoption of a~~

~~child.~~ the purposes of child bonding. The amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee to fill the absent employee's position during the absence.

13.10 Military Leave:

Military leave shall be granted in accordance with the Military and Veterans' Code and the Education Code. Such leave must be verified by a copy of the military orders requiring military duty.

13.11 Personal Leave:

13.11.1 Classified employees who have been employed in the District for five (5) years or more may be granted a leave of absence for personal or health reasons, not to exceed one (1) year, without pay, upon recommendation of the Superintendent and approval of the Board of Trustees.

13.11.2 When a permanent classified employee returns to duty following a leave of absence without pay, he/she is entitled to all previously accumulated sick leave benefits. The period of time he/she was on leave of absence will not count toward accumulation of sick leave (Section 13.2) or longevity benefits, but it shall not be construed as a break in the same or a comparable assignment.

13.12 Industrial Accident and Illness Leave:

In addition to any other benefits that an employee may be entitled to under the Workman's Compensation laws of this state, employees shall be entitled to the following benefits:

13.12.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to 60 working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

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

13.12.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other

sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workman's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workman's Compensation award, provides for a day's pay at the regular rate of pay.

- 13.12.4 At the time an employee on Industrial Accident or Illness leave is able to return to work, the employee shall be reinstated in his/her position without loss of pay or benefits.

13.13 Family Care Leave:

- 13.13.1 An eligible unit member shall be provided unpaid leave for up to 12 weeks. Eligible employees may take the FMLA absence in one lump sum or intermittently in accordance with state and federal laws including the California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA). Unpaid leave for up to 26 weeks shall be provided if leave is to care for a covered service member who is recovering from a serious illness or injury sustained in the line of duty while on active duty..

- 13.13.2 Employees eligible must, as of the date leave commences,
- 1) have worked for the District for at least 12 months – which need not be consecutive and includes paid and unpaid leaves if in paid status;
 - 2) have actually worked at least 1,250 hours for the District during the 12 months preceeding leave; and
 - 3) be employed at a worksite where 50 or more employees are employed within 75 miles of the work site.

- 13.13.3 Unpaid leave may be taken for the following reasons:
- 1) for the birth or placement of a child for adoption or foster care,
 - 2) to provide care for the employee's own parent (including individuals who exercise parental responsibility under state law), child under 18 or a dependent adult child, or spouse with a serious health condition,
 - 3) for the employee's own serious health condition, or
 - 4) to allow leave because of any "qualifying exigency:" arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty in the Armed Forces in support of a contingency operation.

- 13.13.4 Serious health condition includes illness, injury, impairment, or physical

or mental condition involving:

~~1~~1) incapacity or treatment connected with inpatient care in hospital, hospice, or residential health care facility; or

~~2~~2) continuing treatment by a health care provider involving:

- (a) a period of incapacity requiring absence of more than 3 consecutive calendar days from work, school, or other activities and treatment by a provider 2 or more times or at least 1 treatment resulting in a regimen of continuing treatment under medical supervision;
- (b) a period of incapacity due to a chronic or long-term condition requiring periodic treatment;
- (c) a period of incapacity which is permanent or long-term due to a condition for which treatment may be ineffective, if the patient is under medical supervision;
- (d) absences due to receive multiple treatments (including recovery periods) for a condition that if left untreated likely would result in incapacity of more than 3 days; or
- (e) a period of incapacity due to pregnancy or for prenatal care.

13.13.5 FMLA and CFRA leave run concurrently except where the absence is for the employee's own pregnancy or childbirth related disability. The employee can receive 12 work weeks of CFRA leave for child bonding after the pregnancy and childbirth related disability ends. Leave for child bonding must be completed within 12 months of a child's birth or placement. FMLA leave also runs concurrently with pregnancy disability leave and with maternity leave outlined above. FMLA also runs concurrently with use of sick leave, accrued sick leave and vacation.

13.13.6 During the FMLA leave the District shall pay the premiums for the health and welfare benefits provided in Article IX for up to 12 weeks or 26 weeks for leave to care for a covered service member after which the unit member may continue his/her own coverage

13.13.7 Upon termination of such unpaid leave, the unit member shall be returned to the position held prior to the leave, or to a comparable position. A unit member who has taken 12 weeks of leave under this Article, because of his/her own serious health condition, may take an additional 12 weeks of unpaid leave for family care, without benefits.

13.13.8 Request for leave to be made by the employee at least 30 days prior to date leave is to begin where need is known in advance or, where not foreseeable, as soon as practicable.

13.13.9 Medical Certification may be required when request for leave is because of a serious health condition of employee, employee's parent, spouse, or child. At the District's expense – a second or third opinion may be requested if the employer disputes validity of certification. Recertification may be required periodically. Certification may be required to demonstrate employee's fitness to return to work from medical leave.

13.13.10 Pursuant to AB 109 (Stats. 1999, Ch. 1964) classified employees may take up to five (5) days of sick leave during any school year to attend to the illness of a child, parent, or spouse. This available leave is in addition to any Personal Necessity Leave utilized by the classified employee for such a purpose. This leave runs concurrently with Family Care Leave provided pursuant to 13.13.1 above.

13.14 Part-Time Employees:

Classified employees regularly assigned on a part-time basis shall be entitled to all leaves of absence provided within this agreement. Such benefits shall be on a prorata basis in the same ratio as part-time employees' time bears to full-time employees in the same classified positions.

13.15 Catastrophic Leave:

Definitions:

13.15.1 "Catastrophic illness" or "catastrophic injury" means an illness or injury that is expected to incapacitate the unit member 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 he or she has exhausted all of his or her sick leave and other fully paid time off. Stress is excluded in this definition of "catastrophic illness."

13.15.2 "Catastrophic leave credit" means sick leave donated to one unit member from another unit member's accrued sick leave.

13.15.3 Eligibility: Catastrophic leave credit may be donated to a unit

member for a catastrophic illness or catastrophic injury if all the following requirements are met:

13.15.3.1 The bargaining unit member who is suffering from a catastrophic illness or catastrophic injury requests in writing that catastrophic leave credit be donated and provides verification that the unit member is unable to work due to catastrophic illness or catastrophic injury.

13.15.3.2 The unit member requesting donation of sick leave has exhausted all accrued sick leave credits.

13.15.3.3 Any employee who wishes to receive the catastrophic illness benefit as a result of illness or disability which qualifies for Workers' Compensation benefits shall not receive more than a full day's compensation.

13.15.4 Procedure:

13.15.4.1 A unit member who wishes to receive catastrophic illness benefit must request in writing to the Association and to the District that sick leave donations be solicited on their behalf. The request must be accompanied by verification of the catastrophic illness or injury.

13.15.4.2 Donations will be solicited by a joint announcement of the Association and District on behalf of the individual who meets the requirements of this benefit. A list of eligible donors will be established.

- 13.15.4.3 Once a commitment to donate leave has been made by a member, that commitment cannot be revoked for that school year.
- 13.15.4.4 The minimum amount a unit member may donate is one day leave per school year. The maximum amount a unit member may donate is ten days per school year. One full day of donated sick leave shall provide one full day of catastrophic leave credit to the receiving party.
- 13.15.4.5 Employees must maintain a minimum of 15 sick days in order to contribute.
- 13.15.4.6 Donated catastrophic leave credits may be used
by the recipient for no longer than 12 consecutive calendar months following the onset of each catastrophic absence.
- 13.15.4.7 A unit member must use any personal leave credits that accrue (sick leave) including extended sick leave (sub differential leave), prior to using donated catastrophic leave credit.
- 13.15.4.8 Donated leave credit shall be used in the order donations are received. However, one day of leave will be used from each donor before a second day is utilized from any other donor. This sequential process will be repeated for all donation rounds thereafter. At the end of the school year (school fiscal year: July 1 – June 30) the list of potential donors will expire. This process will be

repeated as needed each year.

13.15.4.9 Accrued sick leave for donation purposes does not include any personal necessity leave credits

13.15.4.10 All donations are to remain confidential from the membership and the recipient

CSEA

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ARTICLE XV

TRANSFERS

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Sam Cuckan

15.1 A "transfer" is defined as the movement of an employee from one location to another, which does not involve a change of classification or job title.

15.2 Voluntary Transfer:

15.2.1 A permanent classified employee may request a transfer on the prescribed District form. Such request for transfer shall be submitted to the Superintendent or his designee, who shall consult with the appropriate supervisor concerning the disposition of a request for transfer. Transfer criteria will be based on merit, qualifications, training and seniority.

15.2.2 If a request for voluntary transfer is denied, the supervisor will give the employee reasons for the denial in writing.

15.3 Lateral Transfers:

When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to bargaining unit employees in the District.

15.3.1 All vacancies shall be posted by the District for not less than five working days at all work locations prior to being filled. Any employee in the bargaining unit may apply for transfer to that position by filing a written notice with the Superintendent or Designee.

15.3.2 Any employee on leave during the period of posting shall be mailed a copy of the notice by first class mail on the date the position is posted.

15.3.3 If more than one employee wishes to be transferred to a particular vacancy, the following criteria will be considered: training, experience and seniority.

15.4. Involuntary Transfers

When there is no voluntary transfer available, the District may involuntarily transfer employees within the same classification. Prior to the involuntary transfer, the employee will be provided with a reason for the transfer and an opportunity to discuss the assignment with the supervisor initiating the transfer.

15.5 Alternate Work:

The District may give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job

class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with CSEA and concurrence of the employee. The District may require a medical examination of the employee by a physician of the District's choosing for the purpose of verifying suitability of alternative position and/or duration of medical transfer.

15.6 Transfers shall not be punitive or disciplinary in nature.

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ARTICLE XVI

PROMOTIONS

16.1 First Consideration:

Employees in the bargaining unit shall be given first consideration in filling any job vacancy which can be considered a promotion after the announcement of the position vacancy.

16.2 Posting of Notice:

16.2.1 Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site.

16.2.2 The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees may file for the vacancy. Any employee who will be on leave or layoff during the period of the posting shall be e-mailed a copy of the notice to the personal email address of their choice ~~by First-Class Mail~~ on the date the position is posted.

16.3 Notice Contents:

The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

16.4 Filing:

Any employee in the bargaining unit may file for the vacancy by submitting written notice to the personnel department within the filing period. Any employee on leave or vacation may authorize his/her Job Representative to file on the employee's behalf.

16.5 Certification of Applicants:

Within five (5) days following completion of the filing period, the personnel office shall notify the applicant in writing of his/her standing.

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Sami Calkin 5-18-15

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ARTICLE XVIII

LAYOFFS AND RE-EMPLOYMENT

18.0 The District may lay off regular bargaining unit members with fifty (~~50~~60) days' notice of layoff provided that the following procedures are followed:

18.1 Reason for Layoff:

Any layoff of bargaining unit members shall occur for lack of work or lack of funds.

18.2 Reduction of Hours:

A reduction of hours shall be viewed as a layoff of hours.

18.3 Order of Layoff:

Employees shall be laid off by classification in inverse order of seniority in the ~~class~~district. Seniority is defined as "date of hire" within ~~classification~~CSEA district employment. Seniority will continue to accrue as long as the employee is on either paid or unpaid leave.

18.4 Displacement Rights:

18.4.1 Employees whose positions are eliminated maintain the right to displace other employees in the class with less seniority.

18.4.2 In lieu of layoff, senior employees have the right to bump a less senior employee in a lower or higher class in which the first employee has previously served.

18.4.3 An employee who is being laid off may voluntarily accept a reduction in assigned time in lieu of layoff.

Assigned time means the number of hours per day, days per week, or days per year worked by the employee. The employee does not have a right to reassignment into a position with greater assigned time, unless a vacancy exists. The right to reassignment to a position with less assigned time shall be based upon seniority.

18.4.4 Employees shall also have the right to bump less senior employees serving in lower included classes. "Lower included classes" are those which have duties that are included or encompassed in the duties designated for another class. For example, a Custodian II would have bumping rights to be reassigned as a Custodian I, even though the employee has not served in the Custodian I position.

18.4.5 Displacement rights must be exercised within ten (10) work days of notice of layoffs.

Handwritten signatures and dates in blue ink, including "5/18/15" and "5/15/15", are present on the right side of the document.

18.5 Layoff in Lieu of Bumping:

An employee who elects a layoff in lieu of bumping maintains his/her re-employment rights under this agreement.

18.6 Re-employment Rights:

Laid off persons are eligible for re-employment in the class from which laid off for a thirty-nine (39) month period and shall be re-employed in the reverse order of layoff. An employee who accepts a voluntary demotion or a voluntary reduction in hours shall be entitled to an additional twenty-four (24) months on re-employment list. Their re-employment shall take precedence over any other type of employment, defined or undefined in this agreement. In addition, they shall have the right to apply for promotional positions within the filing period specified in the Promotion Article of this agreement and use their bargaining unit seniority therein for a period of thirty-nine (39) months following layoff. An employee on a re-employment list shall be notified of promotional opportunities in accordance with Article 16, Promotions.

18.7 Retirement in Lieu of Layoff:

18.7.1 Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff. Such employee shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

18.7.2 The employee shall then be placed on a thirty-nine (39) month re-employment list in accordance with Section 18.6 of this Article; however, the employee shall not be eligible for re-employment during such other period of time as may be specified by pertinent Government Code sections.

18.7.3 The District agrees that when an offer of re-employment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

18.7.4 An employee subject to this Section who retires and is eligible for re-employment and who declines an offer of re-employment equal to that from which laid off shall be deemed permanently retired.

18.7.5 Any election to retire after being placed on a re-employment list shall be retirement in lieu of layoff within the meaning of this section.

18.8 Notification of Re-employment Opening:

Any employee who is laid off and is subsequently eligible for re-employment (during the 39-month re-employment period) shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District

by the employee, and a copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.

18.9 Employee Notification to District:

Any employee shall notify the District of his or her intent to accept or refuse re-employment within ten (10) working days following receipt of the re-employment notice. If the employee accepts re-employment the employee must report to work within thirty (30) working days following receipt of the re-employment notice. Any employee given notice of re-employment need not accept the re-employment to maintain the employee's eligibility on the re-employment list, provided the employee notifies the District of refusal of re-employment within ten (10) working days from receipt of the re-employment notice.

18.10 Re-employment In Highest Class:

Employees shall be re-employed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

18.11 Education Code:

The provisions of this policy are intended to implement the requirements of the Education Code. The Education Code shall supersede this policy wherever conflicts may exist.

SCSD:

CSEA

SCSD Proposed
5/18/15

ARTICLE XXII

PROFESSIONAL
GROWTH

6/2/15

TA
6-2-15
@10:45

22.0 Purpose:

The purpose of this program is to provide incentive for unit members to enhance their current job performances and increase opportunities for career advancement in their current occupational areas through the Professional Growth Program.

22.1 Eligibility:

Increments shall be available to all unit members who have served at least two (2) years in the San Carlos School District.

22.2 Professional Growth Appeals Committee:

The unit member shall submit his/her professional growth application to their principal or immediate supervisor, who shall process the application to the District Office. If the application is not approved and the unit member wishes to appeal, a Professional Growth Appeals Committee will meet and issue a decision on the application. The Professional Growth Appeals Committee shall consist of the Superintendent or Designee plus one appointee and the CSEA Chapter 263 President plus one appointee.

22.3 One credit shall be given for each of the following:

- a. One semester unit of academic credit from an accredited college or university.
- b. One and one-third (1-1/3) quarter units of academic credit from an accredited college or university.
- c. Fifteen (15) hours of participation in an approved training session, workshop or class (other than the above), or the activities listed below.
- d. Professional growth hours for salary and advancement may be earned through participation in selected committee work within the District. A maximum of two credits may be obtained from committee work in a school year. Eligibility will be determined by the Superintendent or designee. Employees may earn credit for participation on a specific committee for a maximum of two (2) years. The number of employees who receive credit on a particular committee will be determined by the composition of the committee.

- e. Pre-approved participation in collaborative partnership projects related to the employee's job description and completed during non-work hours. The PGU committee established by BP 4450.1 will approve these requests and determine the amount of credit given for these projects.

- 1. Collaborative Partnersh ~~39~~ jects

A petition made by two or more staff members preparing a collaborative project relating to their jobs. The petition will include a description of the project's purposes, product(s) to be determined and PGU credits requested in order to complete the project. The maximum PGU hours available for any project is two PGU's. Staff members may acquire up to two PGU's per year through collaborative partnership projects.

- f. Professional growth hours for salary advancement may be earned through participation in courses known as "Selected Topic Seminar." A maximum of two PGU credits may be obtained from this type of course in each school year. The District will put out a booklet of those workshops and seminars already preapproved for PGU credit. All other workshops/seminars must be preapproved by the PGU committee established by BP 4450.1.
- g. Professional growth credit will be given for adult education, trade school, night school (non-college instruction). The amount of credit will be determined by the number of units provided by course (for example: a 3-unit course gets 3 credits).

Credits may be allowed only for courses or activities completed outside of working hours. No credit may be granted for any course or other activity for which the employee receives tuition or other expense reimbursement.

The District may allow for flexible work scheduling (up to 15 hours per year) at the request of the employee in order to accommodate participation in the above activities outside of work time.

22.4 Increment:

~~One increment, equal to 1% of the employee's salary or \$250 per year, whichever is greater, shall be awarded after completion of nine (9) credits.~~

Effective July 1, 1995, one increment, equal to 2% of the employee's salary or \$250 per year, whichever is greater, shall be awarded after completion of nine (9) credits.

22.5 Interval:

An employee may receive no more than one (1) increment during each two (2) years of employment.

22.6 Maximum Increments:

No bargaining unit member shall be eligible to receive more than five (5) professional growth increments.

22.7 Effective Date:

This program shall commence retroactive to July 1, 1994. No credit shall be granted for any courses or activity which commenced prior to that date.

22.8 Program Deadlines:

March 1st – Notify Human Resources Director of Intent to complete 9 units by September 1st of the following school year.

September 1st – All coursework is completed

October 15th – Transcripts are due to Human Resources Office

November 30th – Stipend or 2% salary is paid retro-active to July 1st of current school year.

CSEA:

TA - 6/2/15

SCSD: ~~6/2/15~~

~~6/2/15~~

ARTICLE XXVIII

COMPLETION OF MEET AND NEGOTIATE

Done
JaniCultar

- 28.1 The articles and provisions contained within this Agreement constitute a bilateral and binding agreement by and between the District and the Association. All matters not specifically enumerated within the provisions of this contract shall be deemed to be the sole decision of the Board of Trustees.
- 28.2 This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code.
- 28.3 During the term of this Agreement, the District and Association agree that all applicable laws remain in full force and effect except as herein modified to the extent not inconsistent with state or federal law, that District policies, practices, rules, and regulations affecting classified employees shall remain in full force and effect subject only to change by mutual agreement of the parties. Such policies, practices, rules and regulations are incorporated herein by reference.
- 28.4 If any provision of this Agreement is held to be contrary to law by the Public Employment Relations Board or a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- 28.5 This Agreement shall be effective upon ratification and shall remain in effect through June 30, 2018, with no reopeners.

Signed and entered into this _____ day of _____, 2015.

For the Association

For the Board