

CONTRACT AGREEMENT BETWEEN  
MILLBRAE SCHOOL DISTRICT BOARD OF TRUSTEES  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
MILLBRAE CHAPTER #561  
FOR  
*JULY 1, 2011 to JUNE 30, 2014*

CSEA and MILLBRAE SCHOOL DISTRICT

2011-2014 Contract Agreement

**TABLE OF CONTENTS**

Article I	Agreement	6
Article II	Recognition	7
Article III	CSEA Rights	8
	3.1 CSEA Communications	8
	3.2 Use of Facilities	8
	3.3 Agendas	8
	3.4 Unit Member Roster	8
	3.5 Printed Materials	8
	3.6 Orientation Sessions	8
	3.7 No Discrimination	8
	3.8 Job Representatives	8
	3.9 Distribution of Job Information	8
	3.10 Union Release Time	8
	3.11 Interviews	8
	3.12 Association Leave	8
Article IV	District Rights	9
	4.1 Powers and Duties	9
	4.2 Limitations	9
	4.3 Emergency Suspension of Contract	9
Article V	Organizational Security	10
	5.1 Voluntary Deduction of Dues	10
	5.2 Other Voluntary Deductions	10
	5.3 Agency Service Fee	10
	5.4 Religious Objection	10
	5.5 Hold Harmless	11
	5.6 CSEA Obligations	11
Article VI	Classification and Reclassification	12
	6.1 Placement in Class	12
	6.2 Salary Placement of Reclassified Positions	12
	6.3 Placement in Reclassified Position	12
	6.4 Initial Salary Level	12
Article VII	Evaluations	13
	7.1 Procedure	13
	7.2 Probationary Evaluation	13
	7.3 Formal Evaluation	13
Article VIII	Hours and Overtime	14
	8.1 Full Time Assignment	14
	8.2 Part Time Assignment	14
	8.3 Lunch Periods	14
	8.4 Rest Periods	14
	8.5 Overtime Compensation	14
	8.6 Minimum Call-In Time	15
	8.7 Call Back Time	15

	8.8	Increase in Hours	15
	8.9	Hours Worked	15
	8.10	Release Time for Conference	15
	8.11	Work Year	15
Article IX		Salary and Compensation	16
	9.1	Schedule of Salary Ranges	16
	9.2	Payroll Period	16
	9.3	Payroll Errors	16
	9.4	PERS Reporting of Fractional Months	16
	9.5	Out of Class Pay	16
	9.6	Longevity	16
	9.7	Physical Examination	17
	9.8	Mileage Reimbursement	17
	9.9	Retroactive Salary Increase	17
	9.10	Employee Salary Data	17
	9.11	Contingency Clause	17
	9.12	Uniform Allowance	17
	9.13	Outdoor Education Stipend	17
Article X		Safety	18
Article XI		Health and Welfare Benefits	19
	11.1	Health and Welfare Benefits	19
	11.2	Early Retirement Incentive	19
	11.3	Vision Care Program	19
	11.4	Survivor Benefits for Active Employee	19
Article XII		Holidays	21
	12.1	Holiday Eligibility	21
	12.2	Scheduled Holidays	21
	12.3	Additional Holidays	21
	12.4	Holidays on Saturday or Sunday	21
	12.5	Holiday Eligibility	21
Article XIII		Vacation	22
	13.1	Eligibility	22
	13.2	Paid in Vacation	22
	13.3	Accumulation	22
	13.4	Vacation Scheduling	22/23
	13.5	Holidays	23
	13.6	Vacation Carryover	23
	13.7	Interruption of Vacation	23
	13.8	Vacation Pay Upon Termination	23
Article XIV		Leaves	24
	14.1	Bereavement Leave	24
	14.2	Jury Duty	24
	14.3	Military Leave	24
	14.4	Illness or Injury Leave	24/25
	14.5	Industrial Accident and Illness Leave	25
	14.6	Entitlement To Other Sick Leave	26
	14.7	Break in Service	26
	14.8	Personal Necessity Leave	26/27
	14.9	Family Care Leave	27
	14.10	Family Medical Leave	27/28
	14.11	Personal Business Leave	28
	14.12	General Leaves	28

	14.13	Catastrophic Sick Leave	28/29
	14.14	Incentive for Reduced Absences	30/31
Article XV		Promotion	32
	15.1	First Consideration	32
	15.2	Posting of Notice	32
	15.3	Notice Contents	32
	15.4	Filing	32
	15.5	Promotional Order	32
	15.6	Promotional Order	32
	15.7	Promotional Probation	32
Article XVI		Transfer	33
	16.1	Definition of Transfer	33
	16.2	Definition of Class	33
	16.3	Initiation of Transfer	33
	16.4	Posting Procedure	33
	16.5	Voluntary Transfer	33
	16.6	Involuntary Transfer	33
	16.7	Medical Transfer	34
Article XVII		Layoff and Reemployment	35
	17.1	Layoff Provisions	35
	17.2	Notice of Layoff	35
	17.3	Unit Member Rights	35
	17.4	Procedures	35
	17.5	Specially Funded Program	36
Article XVIII		Abolition of Positions	37
	18.1	Abolition of a Position or Class of Positions	37
Article XIX		Contracting and Bargaining Unit Work	38
	19.1	Contracting of Work	38
	19.2	Necessary Skills and Equipment	38
	19.3	Unforeseen Contingencies	38
Article XX		Grievance Procedure	39
	20.1	Definitions	39
	20.2	Group Grievance/Union Grievance	39
	20.3	Informal Discussion	39
	20.4	Level I – Immediate Supervisor	39
	20.5	Level II – Superintendent or Designee	39
	20.6	Level III	40
	20.7	Level IV	40/41
	20.8	General Provisions	41
Article XXI		Progressive Discipline	42
	21.1	Definition of Disciplinary Action	42
	21.2	Causes for Disciplinary Action	42
	21.3	Discipline Procedures	43
	21.4	Disciplinary Action	43
	21.5	Formal Hearing	44/45
	21.6	Disciplinary Settlement	45
Article XXII		Professional Courtesy	46/47
Article XXIII		Professional Growth	48

	23.1	Committee Structure	48
	23.2	Course Patterns	48
	23.3	Professional Growth Increment	48
	23.4	Reimbursed Expenses	49
	23.5	Workshop	49
	23.6	District Committee Work	49
	23.7	Carryover	49
	23.8	Record Maintenance	49
	23.9	Retroactivity	49
Article XXIV		Negotiations And Effect Of Agreement	50
	24.1	Duration	50
	24.2	Commencement of Negotiations	50
	24.3	Impasse	50
	24.4	Ratification of Additions or Changes	50
	24.5	Release Time for Negotiations	50
Article XXV		Savings	51
	25.1	Savings	51
Article XXVI		Duration	52
	26.1	Duration	52
	26.2	2011-2012	52
Appendices	A.	Salary Schedule, Aides & Tutors	53/54
	B.	Salary Schedule, Clerical	55
	C.	Salary Schedule, Technology	56
	D.	Salary Schedule, Food Services	57/58
	E.	Salary Schedule/Maintenance & Operations	59
	F.	District Health & Welfare Benefit Contribution Maintenance/Operations and Secretaries	60
	G.	Professional Growth	61
	H.	Classified Request for Credit	62

ARTICLE I  
AGREEMENT

This Agreement is made and entered into this first (1) day of July 2011, by and between MILLBRAE SCHOOL DISTRICT, hereinafter referred to as the DISTRICT, and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS MILLBRAE CHAPTER #561, hereinafter referred to as CSEA.

ARTICLE II  
RECOGNITION

- 2.1 Acknowledgment: The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified unit members holding the following positions: all Maintenance and Operations positions, Accounts Payable and Payroll Technician positions, all clerical positions, all aide positions and all newly created Maintenance & Operations, clerical and aide positions, except those that lawfully are certificated, management, confidential or supervisory, shall be assigned to the bargaining unit, as determined by the Millbrae School District Board of Trustees. Prior to action by the Board of Trustees in creating a new position that would not be deemed eligible, the Superintendent, or designee, will have a personal conference with a representative of CSEA.
- 2.2 Scope of Representation: The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment as stated in law or determined by PERB. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matter outside the scope of representation.

ARTICLE III  
CSEA RIGHTS

- 3.1 CSEA Communications: CSEA may use mail boxes and bulletin board space designated by the Superintendent at each job site. The District will not impinge upon the content of postings and mail box use unless these materials present a substantial threat to peaceful school operations.
- 3.2 Use of Facilities: All CSEA business, discussions, and activities will be conducted by unit members outside established work hours, exclusive of lunch, and will be conducted in places other than District property, except when:
- 3.2.1 An authorized CSEA representative obtains advance permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted.
- 3.3 Agendas: CSEA shall have the right to receive two (2) copies of the agenda, minutes and non-confidential supporting materials of regular Board meetings which will be made available at the District Office at the same time it is available to Board members.
- 3.4 Unit member Roster: CSEA shall have the right to be provided with a listing of all unit members in this unit, their present classification, their initial hire date, and their primary job site, following request by CSEA, on or about July 1 of each year.
- 3.5 Printed Materials: CSEA shall have the right to review and or receive any other material available to the public in the possession of or produced by the District. CSEA will reimburse the District for any cost of such request.
- 3.6 Orientation Sessions: CSEA shall have the right to conduct one (1) orientation session on this Agreement for unit members during normal working hours. This orientation will be limited to one and one-half (1-1/2) hours of working time. There will be mutual approval of the time, place, and date between CSEA and the Superintendent.
- 3.7 No Discrimination: Neither the District nor CSEA shall impose or threaten to impose reprisals on unit members, to discriminate or threaten to discriminate against unit members or otherwise to interfere with, restrain, or coerce unit members because of their exercise of their rights stated in this Agreement.
- 3.8 Job Representatives: The Millbrae School District recognizes the right of members of the unit to appoint their own representatives. In addition, the job representative can take action on behalf of a bargaining unit member concerning the specific and express terms of this Agreement, provided a written statement is submitted by the unit member to the Board's representative authorizing the taking of such action by the job representative.
- 3.9 Distribution of Job Information: Upon initial employment and each change in classification, a unit member in the bargaining unit shall receive the appropriate job specification. In addition, the unit member will be given specific information concerning wages, shift work, work location, and hours.
- 3.10 Union Release Time: The District shall grant forty (40) hours of paid release time annually to the Chapter for the purpose of conducting union business.
- 3.11 Interviews: CSEA and the District shall mutually select one member to the interview committee for all bargaining unit vacancies. Said member shall be in the same classification as the vacant position, or in a related classification.
- 3.12 Association Leave: The Association President, if a full time employee, will be granted leave for the purpose of conducting business pertaining to Association affairs provided sufficient notification is provided to secure the services of a substitute, if needed: Chapter #561 will reimburse the District for the cost of the substitute. The number of days may not exceed two (2) half days per month. The days used for this leave will not be deducted from the president's accumulated leave for illness, nor from any other leave to which he/she is entitled as a unit member of the district.

ARTICLE IV  
DISTRICT RIGHTS

- 4.1 Powers and Duties: It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control all of the affairs of the District to the full extent of the law. Included in but not limited to those duties and powers is the exclusive right to: determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; insure the rights and educational opportunities of students; determine staffing patterns; determine the number of kinds of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, and terminate unit members.
- 4.2 Limitations: The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by law and the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law.
- 4.3 Emergency Suspension Of Contract: The District reserves the right to declare an emergency when there is a clear threat to the physical well-being of the students and staff and/or to the property of the District. In such instances the District may suspend any elements of the contract in order to protect students and staff and/or property. Such elements of the contract shall continue in suspension for as long as the emergency continues. The District shall have the right to declare when an emergency no longer exists. The District will not declare an emergency in an arbitrary or capricious manner. If the District determines that an emergency exists and it suspends any portion of the Agreement, it shall meet with the exclusive representative within ten (10) days to discuss the impact that the declared emergency has on this Agreement.

ARTICLE V  
ORGANIZATIONAL SECURITY

- 5.1 Voluntary Deduction of Dues: The District will deduct from the pay of current CSEA members in this unit and pay to CSEA the normal and regular monthly membership dues as voluntarily authorized in writing by the unit member on the appropriate CSEA form subject to the following conditions:
- 5.1.1 Such deductions shall be made only upon submission of the CSEA form to the designated representative of the District duly completed and executed by the unit member.
  - 5.1.2 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period following the pay period in which the request for dues deduction, or change thereof, was made by the unit member.
  - 5.1.3 The District shall immediately notify CSEA in writing if any member revokes a voluntary dues authorization.
- 5.2 Other Voluntary Deductions: The District shall, upon appropriate written authorization from any unit member, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by the CSEA and the District. The District shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.
- 5.3 Agency Service Fee: Effective July 1, 1992, unit members who are not CSEA members and who elect not to initiate a voluntary dues deduction authorization form, shall pay an agency service fee to the CSEA. Any individual who thereafter becomes a unit member shall either execute a voluntary dues deduction authorization form or pay an agency service fee within thirty (30) days of the commencement of actual employment in the District.
- 5.3.1 Such agency service fee may be paid by submitting a voluntary agency service fee deduction authorization form to the District or by direct monthly payment to CSEA by October 1 of any school year. If the unit member does not elect either of these payment options, the District will initiate involuntary deduction from wages pursuant to California Education Code § 45168(b). Such involuntary payroll deductions shall be CSEA's sole and exclusive remedy for a unit member's failure to voluntarily pay the agency service fee.
  - 5.3.2 The agency service fee must not support CSEA activities beyond the CSEA's representational obligations and shall not exceed the amount allowed by current law. Any dispute between a unit member and CSEA over the amount of the agency service fee must be expedited by the CSEA and must be consistent with current law.
- 5.4 Religious Objection: Any CSEA member covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to financially supporting unit member organizations shall not be required to maintain membership in or financially support CSEA once such unit member has submitted evidence to CSEA and the District. In lieu of the agency service fee, he/she shall pay sums equal to the agency service fee to one of the following:
- 1. American Red Cross;
  - 2. American Cancer Society;
  - 3. Muscular Dystrophy Foundation; or
  - 4. American Heart Association.
- 5.4.1 Any dispute over the eligibility of a unit member for a religious exemption under section 5.4 shall be resolved at any step in the following procedure: (1) investigation by CSEA, (2) meeting(s) between CSEA and the unit member, (3) meetings(s) involving CSEA, the unit member, and the District, and (4) the grievance procedure of the Agreement.

- 5.5 CSEA shall completely indemnify and hold the District harmless from any and all claims, demands, suits, or other action arising from provisions contained in this Article. If CSEA fails to remit any costs, expenses, or fees to the District pursuant to this hold harmless provision, or fails to completely indemnify and hold the District harmless, within thirty (30) calendar days of notice to CSEA, the District may unilaterally terminate sections 5.3, 5.3.1, and 5.3.2 of this Article.
- 5.6 CSEA Obligations: CSEA shall fully comply with the following:
- 5.6.1 CSEA shall notify in writing unit members and the District of the dates of its fiscal year and its dues year.
- 5.6.2 Non-members who wish to challenge the amount of the agency service fee may do so in a manner consistent with applicable law.

ARTICLE VI  
CLASSIFICATION AND RECLASSIFICATION

- 6.1 Placement in Class: Every bargaining unit position shall be placed in a class.
- 6.2 Salary Placement of Reclassified Positions: When a position or class of positions is reclassified, the position or positions shall be placed by the District on the salary schedule in a range which will result in at least a one (1) range increase above the salary of the existing position or positions, but in no event will the reclassification result in an increase of less than two and one-half (2-1/2) percent. This section shall apply only to an upward reclassification—no automatic increase shall be given for reclassifications into lower classes.
- 6.3 Placement in Reclassified Position: When a position or positions less than the total class is or are reclassified, incumbents in the positions who meet adopted specifications for the new positions shall be entitled to serve in these positions. These positions shall be filled by seniority until all positions are filled. If there are no remaining qualified incumbents in the class, the District shall follow normal personnel recruitment procedures.
- 6.4 The District may set the initial salary level for classifications or positions created to do functions not previously performed, pending negotiations with CSEA.

ARTICLE VII  
EVALUATIONS

7.1 Procedure:

- 7.1.1 All evaluations of unit members shall be in writing and based upon the direct knowledge and observation of the unit member's administrator/supervisor.
- 7.1.2 Bargaining unit members may not be called upon to evaluate other bargaining unit members. Any negative evaluation shall include specific recommendations for improvements. An evaluation which ranks three (3) or more performance factors as needing improvement, or unacceptable, shall be accompanied by a log indicating the effort made by the appropriate administrator to assist the unit member in correcting these performance factors.
- 7.1.3 The unit member shall have the right to review and respond to the evaluation.
- 7.1.4 All evaluations shall be signed by the evaluator and by the unit member. By signing the evaluation form, the evaluator and the unit member certify that they have met and discussed the evaluation.
- 7.1.5 A unit member who disagrees with the evaluation may file a written response which will be placed in his/her personnel folder as an attachment to the evaluation.

7.2 Probationary Evaluation: Unit members are hired and remain on a probationary status for the first six (6) months of employment. Evaluation meetings shall be held between the unit member and appropriate administrator or supervisor prior to the last working day of the 2<sup>nd</sup> and 5<sup>th</sup> month of employment. The 5<sup>th</sup> month evaluation shall be in writing using the District's regular evaluation form.

7.3 Formal Evaluation: A formal evaluation of all permanent unit members shall be made by the appropriate administrator or the supervisor annually during the month of March, on an evaluation form as provided by the District.

ARTICLE VIII  
HOURS AND OVERTIME

- 8.1 Full Time Assignment: The work week for full time unit members shall consist of five (5) consecutive days. Monday - Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District.
- 8.2 Part-time Assignment: The length of the work day for part-time unit members shall be designated by the District. At the beginning of the school year and for the term of this Agreement, part-time positions shall be assigned a fixed, regular, and ascertainable minimum number of hours which shall be not less than four (4) hours per day.
- 8.3 Lunch Periods: A unit member who works for five (5) hours or more each work day shall receive an unpaid, duty-free meal period of not less than one-half (1/2) hour nor more than one (1) hour, which shall occur approximately at the midpoint of the work day. A unit member required to work during his/her lunch period and who does not receive the usual time allocated for lunch that day shall receive pay at the appropriate overtime rate for all time worked during the unit member's normal lunch period.
- 8.4 Rest Periods: All bargaining unit members shall be granted paid rest periods which, insofar as practicable, shall be in the middle of each four (4) hour work period at the rate of fifteen (15) minutes per four hours worked. Deviations in a scheduling rest breaks are permissible if there is a mutual agreement between the unit member and the supervisor. The District shall make available at each school lunchroom, restroom, and lavatory facilities for all school/district staff.
- 8.5 Overtime Compensation:
- 8.5.1 Prior approval by the Superintendent or designee is necessary for any overtime compensation.
- 8.5.2 Overtime is defined as any time required to be worked in excess of eight (8) hours in any one day or forty (40) hours in any calendar week.
- 8.5.3 Overtime hours shall be compensated at the rate of pay equal to one-and-one-half (1-1/2) times the regular rate of pay for the unit member. A unit member shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the work week at the rate equal to one-and-one-half times the regular rate of pay of the unit member designated and authorized to perform the work.
- 8.5.4 When a unit member is required to work on any holiday as specified in Article XII, he/she shall be paid at the rate of double his/her regular rate of pay.
- 8.5.5 Overtime will be distributed and rotated as is practical within each department among those unit members demonstrating a desire to work such overtime.
- 8.5.6 Days of leave without pay are excluded from calculation of overtime (hours worked).
- 8.5.7 Hours worked in excess of eight (8) hours in any one (1) day are excluded from computation of the forty (40) hour work week provided total hours worked during the week does not exceed forty.
- 8.5.8 Payment for approved overtime shall be the standard procedure for members of the bargaining unit. However, under special conditions, compensatory time off may be granted in lieu of paid compensation for overtime work. Compensatory time off shall be computed at the one-and-one-half (1-1/2) time rate described in this Article.
- 8.5.9 Bargaining unit members having earned and requested compensatory time off must obtain prior written approval from their immediate supervisor before scheduling compensatory time off.
- 8.5.10 Any member of the bargaining unit whose regular assigned work shift extends beyond 10:30 p.m. shall be excused one (1) hour early on the last day of his/her work week.

- 8.6 Minimum Call-In Time: All unit members called in to work on a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours pay at the overtime rate of pay.
- 8.7 Call-Back Time: Any unit member called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate, irrespective of the actual time less than that required to be worked.
- 8.8 Increase In Hours: When additional hours are needed for a specific position on a regular basis, those additional hours, as nearly as practicable, shall first be offered to those unit members in the job classification by classification seniority and demonstrated competency. If the unit member declines the assignment, it shall be offered to the remaining unit members who have the required competencies in descending order of seniority until the assignment is made.
- 8.9 Hours Worked: For the purpose of computing the number of hours worked, all time during which a unit member is in paid status shall be considered as hours worked.
- 8.10 Release Time For Conference: One (1) bargaining unit member shall receive two (2) days paid release time per year for attendance at the CSEA annual conference.
- 8.11 Work Year

8.11.1 Five (5) Furlough Days for the 2011-2012 School Year: For the 2011-2012 school year, the District and CSEA agree to reduce the work year by five (5) furlough days, but in no event more than the number of furlough days taken by MEA. Salaries shall be adjusted consistent with these reductions. These reductions in the unit member work year shall be restored automatically commencing with the 2012-2013 school year, absent negotiated agreement otherwise.

The following classifications: Instructional Aide/Asst, LSH Aide, RSP Aide, ELD Tutor, and Technology/Media Aide will be exempt from furlough days and continue to have a one hundred sixty seven (167) day work year.

The regular assigned work year for the classification of Instructional Aide/Asst shall be 175 days.

Furlough days off shall be deducted from each employee's payroll on a pro-rated basis beginning with the July 1, 2011 pay warrant and ending on the June 30, 2012 pay warrant. If an employee serves his/her employment before the end of the 2011-2012 school year, the final paycheck shall reflect reconciliation for actual furlough time taken off with furlough deductions.

Adjusted salary shall be reported to CalPERS as required.

Any reduction in CalPERS service credit brought about by such reduction in workdays shall be restored in accordance with AB1651 which protects classified employees from loss of service credit due to mandatory furlough days.

School Secretaries, Middle School Office Manager and Student Services Administrative Secretary shall take the furlough days off at the end of the employee's work year. Twelve (12) month employees, including District Office, Maintenance and Custodians, District Computer Technology, Technology Specialists NT shall take the furlough days during any non-student day by mutual agreement between the unit member and their supervisor.

ARTICLE IX  
SALARY AND COMPENSATION

A. The District will provide a general salary increase of 5%, retroactive to July 1, 2006, for all members.

B. Aides/Tutors Non-duty Days:

The work year for LSH Aide, RSP Aide, ELD Tutor and Technology/Media Aide shall be 167 workdays.

The regular assigned work year for the classification of Instructional Aide/Asst shall be 175 days.

It is understood that the aides/tutors will have non-duty days as indicated above which will adhere to the district-wide school; however, individual bargaining unit members may request to schedule alternative non-duty days in lieu of the days suggested by the District. Individual bargaining unit members are encouraged to meet with their site principal regarding their individual scheduling needs. Site principals will be encouraged to use flexibility in approving alternative dates. Requests will not be unreasonably denied.

9.1 Schedule Of Salary Ranges: As of the effective date of this Agreement, the schedule of salary ranges for unit members in the bargaining unit shall reflect the salary schedule attached hereto as Appendix A, B, C, D & E.

9.2 Payroll Period: All unit members shall be paid once per month, payable on the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

9.3 Payroll Errors:

9.3.1 Salary Underpayment: Any salary underpayment shall be corrected and a supplemental check issued within five (5) work days following the determination that an error was made.

9.3.2 Salary Overpayment: Any salary overpayment shall be corrected by payroll deduction pursuant to a mutually agreed upon repayment schedule which shall not exceed six (6) months.

9.4 PERS Reporting of Fractional Months: The District shall accurately report to PERS all fractional months of employment (e.g. August work hours.)

9.5 Out Of Class Pay: A unit member may be temporarily assigned duties and responsibilities of a higher classification. In no case may such a change be in effect for more than five (5) working days within a fifteen (15) calendar day period without an appropriate change in salary retroactive to the first day of the new assignment. An employee's base rate shall not be reduced when temporarily assigned work below his/her classification.

9.6 Longevity: Unit members who have served in the Millbrae School District on a full time basis (10, 11 or 12 month - 8 hour assignments) for six (6) consecutive years will be granted a longevity stipend in addition to the regular salary per the following schedule:

2.5 percent/month	7 <sup>th</sup> through 11 <sup>th</sup> years
5.0 percent/month	12 <sup>th</sup> through 17 <sup>th</sup> years
7.5 percent/month	18 <sup>th</sup> year and after
10.0 percent/month	25 <sup>th</sup> year and after
12.5 percent/month	30 <sup>th</sup> year and after

The foregoing stipend will be computed on a straight percentage basis without compounding, and will be effective the first day of the calendar month following the month in which the appropriate service is obtained.

- 9.7 Physical Examination: The District agrees to provide the full cost of any necessary medical examination required as a condition of employment or continued employment. Further, the District reserves the right to have such examination performed by a physician or clinic selected by the District.
- 9.8 Mileage Reimbursement: The District agrees to reimburse any unit member who is required to use his personal vehicle in the course of his employment at the rate of current IRS mileage rate for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the unit member's normal job site after the completion of District business if called in by the District.
- 9.9 Retroactive Salary Increase: Unit members whose employment with the District concludes after the expiration of this contract, or wage reopener, but before ratification of the new agreement, shall be entitled to any improvements to this contract which are agreed to after its expiration. This provision shall apply only to unit members with one (1) year or more of continuous service with the Millbrae School District.
- 9.10 Employee Salary Data: The District shall provide each employee on an annual basis a copy of his/her classification specification, salary data, assignment or work location, together with duty hours, prescribed workweek, earned vacation and sick leave. The salary data shall include the employee's annual, monthly, hourly and overtime rates of pay.
- 9.11 Contingency Clause: If the certificated unit receives greater than zero percent (0%) salary increase in 2011-2012, then the CSEA unit shall receive the same percent with equal retroactivity.
- 9.12 Uniform Allowance: The District shall provide each maintenance/operations unit member up to \$300.00 (three hundred dollars) per year uniform allowance.
- 9.13 Outdoor Education Stipend: Any classified employee assigned to assist on a field trip in the 6<sup>th</sup> Grade Outdoor Education Program shall receive a stipend of \$60.00 (sixty dollars) per day in addition to his/her regular shift pay.

ARTICLE X  
SAFETY

The District has adopted an Injury and Illness Prevention Program which addresses workplace safety issues.

Classified unit members shall not be required to work under "unsafe" conditions, as defined by existing regulatory agencies. A unit member of the bargaining unit is required in writing to call to the attention of their immediate supervisor any specific work condition that he/she believes to be unsafe. The District shall respond in writing to such communications in accordance with its Injury and Illness Prevention Program, including informing the unit member of the District's contemplated response.

Maintenance and Custodial personnel will be provided back support belts upon request. Unit members who have requested belts will be required to wear them as a condition of employment when lifting and/or moving heavy objects.

No unit member shall be subject to verbal or written criticism for reporting any unsafe working condition to his/her immediate supervisor.

The District shall send the report of any Cal-OSHA inspection to the President of the Association.

ARTICLE XI  
HEALTH AND WELFARE BENEFITS

11.1 Health and Welfare Benefits: The District shall provide for each regular full time unit member who is a member of the bargaining unit a fixed dollar amount, as listed in Appendix D, E, and F attached hereto, which shall be distributed as directed by the unit member to District-approved health and welfare benefits. Members of the bargaining unit working less than full time shall receive contributions for these benefits on a pro rata basis in the same relationship to which their assigned hours and months of service bear to the full time equivalency of eight (8) hours per day, twelve (12) months per year, as set forth on the District health and welfare benefit contribution schedule, Appendix F.

11.1.1 Increase the district benefit contribution, effective January 1, 2007 as follows:

\$53.00	Single
\$50.00	Employee + 1
\$50.00	Family

The maximum District contribution shall be increased an additional \$37.50/month, effective immediately upon an increase in the District's funded Base Revenue Limit per Average Daily Attendance, in 2007-2008, or any subsequent year. The term "funded" encompasses COLA and equalization aid.

11.1.2 Unit members who choose not to enroll in District-approved health and welfare benefit programs shall receive no health and welfare benefits under the provisions of this Article.

11.1.3 Health and welfare benefits shall not be provided to members of the bargaining unit on unpaid leave of absence in excess of thirty (30) calendar days.

11.1.4 Premium balance in excess of District contribution as provided in this Article must be paid by the unit member by payroll deductions.

11.2 Early Retirement Incentive: The Millbrae School District agrees to provide for the payment of health and welfare benefits for retired unit members, to be used at their discretion, in the same dollar amount effective at the time of retirement. To qualify for this retirement benefit, the unit member must:

- have ten (10) consecutive years of service as a classified unit member in the Millbrae School District.
- be fifty (50) years of age.
- be receiving PERS retirement benefits.

This benefit shall be available to a retiree for a period of time not to exceed five (5) years at the same dollar amount effective at the time of retirement or for ten (10) years at \$347.00 a month, effective with retirement after June 30, 2005.

11.3 The District and the Association agree that an acceptable vision care program may be added to the benefits available to unit members, provided that the District incurs no cost or expenses in the adoption of such a program.

11.4 Survivor Benefits for Active Employee: The District agrees to provide for the payment of health and welfare benefits for survivors of active members who become deceased while employed with the District if the member had obtained the following:

- have ten (10) consecutive years of service as a classified employee in the Millbrae School District,
- be fifty (50) years of age,
- qualify for receiving PERS retirement benefits.

This benefit shall be available for a period of time not to exceed the 36-month COBRA coverage allowed

under federal law not to exceed the same dollar amount in effect at the time of death.

ARTICLE XII  
HOLIDAYS

- 12.1 Holiday Eligibility: All unit members shall be entitled to paid holidays, provided they are in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period. Twelve (12) month unit members shall be entitled to fifteen (15) paid holidays per fiscal year, eleven (11) and ten (10) month unit members shall be entitled to fourteen (14) paid holidays per fiscal year.
- 12.2 Scheduled Holidays: The District agrees to provide all unit members with fifteen paid holidays as designated by the school calendar.
- 12.3 Additional Holidays: Shall be any day appointed by the President of the United States, or the Governor of the State, for a public fast, thanksgiving or holiday, or any day declared a holiday by the Board of Trustees for classified unit members.
- 12.4 Holidays On Saturday Or Sunday: When a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
- 12.5 Holiday Eligibility: Except as otherwise provided in this Article, a unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

ARTICLE XIII  
VACATION

13.1 Eligibility: Full time unit members having completed the six (6) month probationary period shall earn paid vacation under this Article at the regular rate of pay earned at the time vacation commenced. Regular employed part-time unit members shall be entitled to a prorated vacation with pay. Regular unit members (full or part-time) shall accrue vacation benefits from their first month of service.

13.2 Paid Vacation: Each unit member shall receive paid vacation immediately following the fiscal year in which it is earned. When requested by the unit member, in accordance with this Article, paid vacation not to exceed days actually earned may be granted in the fiscal year in which it was earned and within the District's needs and work requirements.

13.3 Accumulation:

13.3.1 Twelve-Month Unit members: The following vacation schedule shall be in effect for unit members working twelve months of the year during the term of this Agreement:

<u>YEARS EMPLOYED</u>	<u>DAYS OF VACATION EARNED PER YEAR</u>
0-2	10
3-4	12
5-8	15
9	17
10-11	18
12-14	19
15-24	21
25-over	22

13.3.2 Eleven Month Unit members: The following vacation accrual schedule shall be in effect for unit members in eleven month positions during the term of this Agreement.

<u>YEARS EMPLOYED</u>	<u>DAYS OF VACATION EARNED PER YEAR</u>
0-2	10
3-4	12
5-8	15
9	17
10-11	18
12-14	19
15-24	21
25-OVER	22

13.3.3 Less Than Eleven Month Unit members: Unit members in positions requiring less than eleven months work per year shall accrue vacation on a pro-rated basis. Based on years of service with the District, the unit member will accrue some fraction of the number of days set forth in Article 13.3.2, above, rounded up to the nearest half day. The fraction shall be determined by calculating the number of months worked per year as compared to twelve (12).

13.4 Vacation Scheduling:

13.4.1 Vacation bidding shall occur twice a year. Such requests shall be approved based on seniority.

13.4.1.1 Requests submitted August 1 – 22 for vacations during the period from the beginning of September through February. The employee shall be notified of the status of his/her vacation request, whether approved or denied, by last day of August

- 13.4.1.2 Requests submitted February 1 – 21 for vacations during the period from the beginning of March through August. The employee shall be notified of the status of his/her vacation request, whether approved or denied, by the last day of February.
- 13.4.2 Vacations scheduled outside the bi-annual bidding shall be approved on a first come, first served basis.
- 13.4.3 Employees earning twenty-one days or more of vacation per year may elect to cash out up to five (5) days of accrued vacation per year.
- 13.4.4 If, for any reason beyond the control of the unit member, a unit member is denied or is unable to take all of a scheduled vacation in any year, the unit member shall suffer no reduction in the number of paid vacation days due, and the unit member may request to carry over all unused vacation days to the following fiscal year. The unused vacation days may, at the option of the District, be paid in cash if not carried over. If two (2) or more unit members within the same department request identical vacation schedules, the unit member with the greatest seniority within that classification in the department shall be given his/her choice of vacation schedule. When a unit member with the greatest seniority at a given site and within a given job classification receives his/her choice of vacation, all other vacations at the unit member's site and within the job category shall be scheduled in descending order of seniority.
- 13.4.5 All other unit members who for any reason do not submit a vacation request form within the specified time limits shall have their vacations scheduled to those open dates and times that remain.
- 13.5 Holidays: If one or more holidays fall within a scheduled vacation period, one or more additional vacation days shall be granted.
- 13.6 Vacation Carryover: Vacation time may not be accumulated. It must be used no later than June 30<sup>th</sup> of the year following the year in which it is earned. Where District-imposed circumstances demand it and with the approval of the Superintendent, a maximum of ten (10) vacation days may be carried over to the next fiscal year.
- 13.7 Interruption Of Vacation: A unit member in the unit shall be permitted to interrupt or terminate an approved vacation in order to begin paid leave provided for in this Agreement without a return to active service, provided the unit member supplies notice and supporting documentation regarding the basis for the interruption or termination. The employer reserves the right to request and receive additional documentation verifying the necessity of the interruption or termination. If such documentation is not provided within fifteen (15) work days, the unit member's vacation shall be adjusted to deduct the days of claimed interruption or termination.
- 13.8 Vacation Pay Upon Termination: When a unit member who has completed the six (6) month probationary period is terminated for any reason, he/she shall be entitled to all vacation pay accrued and not used, up to and including the effective date of the termination.

ARTICLE XIV  
LEAVES

14.1 Bereavement Leave: Every unit member shall be granted necessary leave of absence with pay not to exceed three (3) days, or five (5) days, if out-of-state or more than 250 miles travel is required, on account of death of any member of his/her immediate family. The amount of such leave will be determined by the Superintendent or designee and will not be deducted from the unit member's sick leave or other leave granted by the District.

14.1.1 Members of the "immediate family" means any spouse, domestic partner, mother (step-mother, mother-in-law), father (stepfather, father-in-law), daughter (step-daughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather (grandparents-in-law), granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle (aunts/uncles-in-law) and any person living in the household of the unit member.

14.1.2 Up to three (3) days, to be deducted from sick leave, may be used for bereavement leave including that for persons other than members of the immediate family.

14.2 Jury Duty: Unit members may be absent from duty to serve as jurors or court witnesses pursuant to subpoena without loss of pay. Fees paid the unit member for such purposes, excluding meals, travel, and parking expenses, shall be endorsed to the District.

14.2.1 Unit members, upon being served notice for jury duty from officers of the court, must notify their immediate supervisor of such notice.

14.2.2 Unit members are required to return to work during any day or portion thereof in which jury duty services are not required. This provision shall not apply to unit members whose regularly scheduled workday begins after 10:00 a.m.

14.3 Military Leave: A unit member shall be entitled to military leave as provided for in law and shall retain all rights and privileges granted by law arising out of the use of military leave.

14.4 Illness Or Injury Leave:

Accrual Rate: Every full time, twelve (12) month unit member employed five (5) days a week by the District shall be entitled to twelve (12) days of leave of absence for illness or injury with full pay for a fiscal year of service.

14.4.1 A unit member employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days of leave of absence for illness or injury as the number of months he/she is employed bears to twelve.

14.4.2 A unit member employed less than five (5) days per week, who is employed for a full fiscal year, shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days of leave of absence for illness or injury as the number of days he/she is employed per week bears to five.

14.4.3 A unit member employed less than five (5) days per week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days of leave of absence for illness or injury according to the following formula:

$$\frac{\text{d}}{5 \text{ leave days}} \times \text{m} = \text{illness or injury}$$

where "d" equals the number of days per week worked, and "m" equals the number of months per year worked.

14.4.4 Pay Out Rate: Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness. Credit for leave of absence need not be accrued prior to taking such leave by the unit member and such leave of absence may be taken at any time during the year. However, a probationary unit member of the District shall not be eligible to take more than six (6) 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 (6) months of active service with the District.

- 14.4.5 If a unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 14.4.6 Pregnancy disability shall be treated as an illness for the purpose of sick leave.
- 14.4.7 The unit member may convert unused sick leave to Retirement Credit in accordance with existing legislation if the unit member is filling a request for retirement.
- 14.4.8 Members of the bargaining unit absent due to illness or injury must follow procedures established by their immediate supervisor to notify their department of intent to be absent, the nature of the illness or injury, and the anticipated duration of the illness not later than one (1) hour after the start of the work shift or, if injured in the way to work, as soon as practicable in order to be eligible for paid illness or injury leave.
- 14.4.9 Members of the bargaining unit requesting paid illness or injury leave may be required, at the discretion of their immediate supervisor, to provide medical statements on physician's letterhead, signed by a physician, with any medical costs to be borne by the unit member.
- 14.4.10 Members of the bargaining unit absent due to surgery, serious injury, or illness shall be required to submit a medical release to the immediate supervisor prior to being permitted to return to work.
- 14.4.11 Unit members absent for five (5) or more consecutive assigned work days may be required to submit a medical release to the immediate supervisor prior to being permitted to return to work.
- 14.4.12 Members of the bargaining unit shall be required to submit to medical examinations, at District expense, at the discretion of the District.

#### 14.5 Industrial Accident and Illness Leave:

- 14.5.1 A unit member shall be entitled to an industrial accident or illness leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall commence on the first day of absence and shall not be accumulated from year to year, and when any leave overlaps a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 14.5.2 Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of this state, exceed the normal wage for the day.
- 14.5.3 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 shall then be used. If, however, a unit member is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
- 14.5.4 Any time a unit member on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her original position without suffering any loss of employment status or benefits.
- 14.5.5 Injuries shall be reported within twenty-four (24) hours to the business office on forms provided for this purpose.
- 14.5.6 Serious accidents or accidents requiring immediate hospitalization shall be reported immediately by telephone to the business office.

#### 14.6 Entitlement To Other Sick Leave:

- 14.6.1 When a unit member is absent from his/her duties on account of illness or injury for a period of five (5) months or less, and when all other paid illness and injury leave has been exhausted, the amount deducted from the salary due him/her for any month in which the absence occurs shall be one-half (1/2) his/her normal rate, less any voluntary or required payroll deductions. The first ten (10) days of this five months runs concurrently with other paid leaves taken for the illness or injury. The unit member shall be entitled to the balance of this remaining period within the five months after other paid leaves have been exhausted.
- 14.6.2 The unit member must be absent because of illness or accident at least five (5) days before he/she is eligible for these extended sick leave benefits on the sixth (6<sup>th</sup>) day. Any other accumulated paid leaves shall count towards fulfilling this five day requirement.
- 14.6.3 A physician's certification of illness or accident stating the amount of time off required for recovery and verifying the illness or injury shall be submitted to the District prior to any payment under this Article.
- 14.6.4 If the unit member is unable to return to work at the conclusion of all paid leaves of absence, the unit member's name shall be placed on a reemployment list for a period of thirty-nine (39) months, in the same manner as if laid off for lack of work or lack of funds. At that point, the District may employ on a permanent basis an individual to replace that unit member. If the unit member notifies the District within this thirty-nine month period of his ability to return to work (and the ability to work is verified by a physician's written verification submitted by the unit member within the thirty-nine months), the District shall offer the unit member the next available vacancy for up to an additional six (6) months for the position the unit member held, when he/she went on leave. That reemployment offer will be made to the unit member at his/her last known address.

14.7 Break In Service:

- 14.7.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 14.7.2 Upon return, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months except that during such time the individual will not accrue vacation, sick leave, holidays, salary progression or other leave benefits.

14.8 Personal Necessity Leave:

- 14.8.1 All unit members are entitled to use ten (10) days of Personal Necessity Leave, earned in Section 14.4, Illness or Injury Leave, which may be used at the unit member's election for the purposes identified below. Days used under this section will be deducted from earned sick leave.
- (a) Death, serious illness or post-pregnancy care of a member of the unit member's immediate family, as defined in section 14.1.1.
  - (b) Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
  - (c) Appearance in court as a litigant, or witness under subpoena or any official order.
  - (d) A unit member may use up to ten (10) days of personal necessity leave for reasons of personal business which cannot be carried out at times other than the regular workday. For purposes of pre-approval, the unit member shall only be required to state "personal business" as the reason for requesting such leave. Unit members shall give as much advance notice as possible when taking such leave. This provision shall remain in effect throughout the 2011-2012 school year, and shall return to the original status quo unless differently agrees by the parties. (*\*Status quo is five (5) days.\**)
  - (e) Imminent danger to unit member's property.

- (f) Adoption of a child.
- (g) Religious observance.

14.8.2 The Superintendent may grant approval for unusual circumstances not described in 14.8.1.

14.8.3 In unusual situations the Superintendent may grant extended personal necessity leave, not to exceed earned sick leave, beyond the ten-day maximum.

14.9 Family Care Leave: A unit member shall be permitted to use an amount not less than the sick leave that would be accrued during six months to attend to an illness of a child, parent, or spouse of the unit member. This section does not extend the maximum period of leave to which a unit member is entitled under the federal Family and Medical Leave Act. This leave shall be exclusive of days granted under Personal Necessity Leave.

14.10 Family Medical Leave: Unit members who have completed one (1) year of District service and who have worked at least 1,250 hours during the last 12 months for the District shall have the right to request unpaid leave of absence for up to twelve (12) weeks of service within a twelve (12) month period for the purpose of caring for a parent, child or spouse who has a serious health condition, or for child-rearing within a twelve-month period commencing with the date of birth, adoption or foster placement of the child, or for the unit member's serious health condition that makes him/her unable to perform the functions of his/her position. This leave shall run concurrently with existing leave provided pursuant to this article and pursuant to the Education Code. This leave is granted pursuant to state and federal law, specifically, the federal Family and Medical Leave Act of 1993 ("FMLA") (29 USC 2654, its implementing regulations (29 CFR Part 825), and Government Code sections 12945 and 12945.2. It is the intent of the parties that this section and its subsections be interpreted in accordance with these laws. This section of the contract may be reopened at the request of either party when the state and federal family leave laws have been reconciled through additional state legislation and adoption of final federal and state regulations.

14.10.1 There is no carry-over of unused family leave from one 12-month period to the next 12-month period.

14.10.2 "Parent" means a biological, foster, or adoptive parent, a step parent, or a legal guardian, but does not include a parent-in-law or grandparent. "Child" means a biological, adopted, or foster son or daughter, a stepson or a stepdaughter, a legal ward, or a son or daughter of a person standing in loco parentis who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.

14.10.3 Family care leave for the purpose of caring for a seriously ill child is available only if the unit member certifies that the child's other parent is not unemployed and the child's other parent will not be taking family care leave during the same period of time or that the child's other parent is unavailable or unable to care for the child.

14.10.4 The unit member shall provide reasonable advance notice to the District of the need for a family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the unit member must provide at least thirty (30) days' written advance notice.

14.10.5 If verification is required by the District to verify the serious illness of the child, spouse, parent, or unit member, the District will accept medical verification by a treating health professional as defined by Government Code section 12945.2 ( c ) ( 5 ) ( a ) and/or the FMLA, including a physician, surgeon, or osteopathic physician or surgeon duly licensed in California or another state or jurisdiction who directly treats or supervises the treatment of the serious health condition.

14.10.6 "Serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves either of the following:

- a) Inpatient care in a hospital, hospice, or residential health care facility;

b) Continuing treatment or continuing supervision by a health care provider.

Examples of serious health conditions include: Cancer, heart attacks, strokes, severe respiratory conditions, spinal injuries, emphysema, severe arthritis, severe nervous disorders, and Alzheimer's.

14.10.7 Family care leave is an unpaid leave of absence. The unit member shall be entitled to the regular District contribution toward health benefits during the 12 weeks of the otherwise unpaid leave. If a unit member exhausts any form of paid leave during the period of FMLA leave as permitted or required under the provisions of Article XIV, his/her entitlement to 12 weeks of FMLA leave shall be reduced by the amount of leave he/she exhausts.

a) The Employer may require unit members to use vacation during family care leave for purposes other than the unit member's own serious illness or injury. When accrued vacation is exhausted, the balance of the leave is unpaid.

b) In the case of FMLA leave taken on account of the unit member's own serious illness or injury, all leaves to which the unit member is entitled under 14.4, Illness or Injury Leave and 14.6, Entitlement To Other Sick Leave shall run concurrently with the 12 weeks of FMLA leave.

14.11 Personal Business Leave: Each unit member shall have one (1) day of paid personal business leave to be used at the discretion of the unit member. It is the unit member's responsibility to notify the District, in advance, of his/her intent to take this leave. All unit members who work less than full time shall receive a pro rata amount of such leave time. This leave is not accumulated from year to year.

14.12 General Leaves: When no other leaves are available, a permanent unit member may apply for a general leave of absence with or without pay on any terms acceptable to the District and the unit member.

14.13 Catastrophic Sick Leave

14.13.1 Purpose

The purpose of catastrophic sick leave is to provide qualified unit members with continued income when absent due to non-industrial accident or non-industrial illness which continues beyond all vacation, compensatory time, sick leave, personal leave, and all other paid leaves available to the unit member, or when catastrophic illness or injury incapacitates a member of the unit member's family, which incapacity requires the unit member 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 unit member because he or she has exhausted all of his or her sick leave and other benefits allowed by law.

14.13.2 Catastrophic Leave Request

Any permanent unit member who exhausts all income entitlement from the District and who is or will be absent for the same non-industrial illness or injury may make a written request to the District for donation from unit members of additional paid sick leave in order to continue income entitlement from the District.

14.13.3 Eligibility Criteria

A recipient of catastrophic leave donations must meet all of the following criteria:

Hold permanent status with the District.

Exhaust paid leave credits (see "Purpose").

Unit member suffers catastrophic illness or injury which precludes return to work for a prolonged period. Such illnesses or injuries include, but are not limited to, stroke, kidney failure, heart attack, cancer, AIDS, other life threatening diseases, recovery from major

surgery, or incapacitation as a result of severe automobile or other accident and recovery therefrom.

Or, a catastrophic illness or injury incapacitates a member of the unit member's family which incapacity requires the unit member 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 unit member because he or she has exhausted all of his or her sick leave and other benefits allowed by law.

#### 14.13.4 Request and Verification Process

A unit member shall submit a written request to receive donations of sick leave under this program. The request shall be submitted to the Personnel Department on the District form. If the unit member is incapacitated, this form may be completed by an immediate family member or other authorized person acting at the request of the unit member. If the unit member is in a coma, the bargaining unit may act on unit member's behalf to make the request to authorize a family member or other person to act for the unit member. A physician or other person authorized under the healing arts status must provide written verification of the catastrophic illness or injury and a prognosis.

If indicated by proper medical authority that a unit member will have physical or mental limitations precluding the ability to return to work in the classification to which assigned, the unit member, if eligible, shall make application to the Public Unit members Retirement System for disability retirement prior to approval for use of donated leave.

#### 14.13.5 Sick Leave Bank

1. Unit members may contribute not more than forty (40) hours of sick leave in any open enrollment period based on each individual's regular work day. The donating unit member must have available not less than ten (10) days equivalent to the employee's regular workday hours of earned sick leave before any donation will be accepted. The donation is irrevocable.
2. Donations to the Bank shall be recorded in hours.
3. Withdrawal from the Bank shall be in full days and shall be charged against the Bank in hours, based on the applicant's regular work day.
4. Days shall be paid at the applicant's then current rate of pay.
5. In order to withdraw hours from the bank, that employee will have had to have made a contribution to the bank prior to submitting their request to receive donations.

#### 14.13.6 Illness Excluded From Catastrophic Leave

Absence due to job related illness or injury shall be excluded from catastrophic leave.

#### 14.13.7 Leave Earning While Using Donated Leave

Unit members who are receiving full salary from donated leave shall continue to earn the vacation and sick leave to which they are normally entitled. Earned leave from the unit member's account shall be exhausted as it is earned. After exhaustion of such leave, the unit member shall return to use of donated leave.

#### 14.13.8 Conclusion

The unit member's use of donated leave shall cease when any of the following occur:

Return to work.

Resignation for any reason, including retirement.

Death of the unit member.

Exhaustion of all leave donated for the unit member's use. If, as a result of the original request, enough leave was not donated to cover the unit member's absences, a new request form may be submitted by the unit member following the same guidelines as the original request.

#### 14.13.9 Sick Leave Credits

Sick leave credits may only be contributed during an open enrollment period specified by the Association. Unit members who do not contribute during such open enrollment period may not participate in the leave bank program, and may not contribute until the next open enrollment period as determined by the Association. Newly hired unit members who have not less than ten (10) days of sick leave credit transferred from a previous school employer pursuant to Education Code section 45202 may contribute to the leave bank within their first thirty days of employment. Contributions of sick leave credits are irrevocable and shall be in full days only.

#### 14.13.10 Association Committee

An Association Committee comprised of three (3) representatives and an alternate will administer the provisions of this leave bank.

The Committee will determine unit member eligibility for catastrophic leave; determine the number of days to be granted, if any, considering such factors as the anticipated duration of the illness, and previous use of sick leave and catastrophic leave.

The Committee will establish procedures for requesting and donating sick leave credits and will act prudently to ensure that a sufficient number of days are in the leave bank to meet anticipated needs.

The Committee will approve and designate appropriate forms for donating and requesting catastrophic leave credits; determine the method of prorating for sick leave days returned to donors upon discontinuance of the program; and be bound by appropriate rules of confidentiality.

#### 14.13.11 Miscellaneous

Unit members receiving workers' compensation benefits for industrial illness/injury will not be entitled to use the leave bank.

Approval or denial of leave bank requests will be final and not subject to the provisions of Article X Grievance Procedure.

District paid health and welfare benefits will continue while any unit member is using leave bank days.

#### 14.13.12 Continued Leave

If, after the exhaustion of all income entitlement from earned leave, donated leaves and extended sick leave, the unit member is still unable to return to work, he or she may request an extended leave in accordance with the master contract.

#### 14.14 Incentive for Reduced Absences

Full time unit members who meet the specified requirements set forth below shall receive one of the following lump sum payments as applicable for limited absences in one year. The incentive shall be prorated for part-time employees based on F.T.E.

14.14.1 One (1) day absence: \$200

Zero (0) day's absence: \$250.00

- 14.14.2 "Absences" in this provision shall mean any absences and/or leave described in the contract. Jury duty and bereavement leave do not count as an absence for this incentive program. Absences shall be tallied and incentive pay shall be granted on a yearly basis. Neither absences nor pay shall be cumulative to future years. Incentive payments pursuant to the eligibility requirement set forth above shall be made to eligible unit members at the end of June in each school year in which eligibility is established. Absences in this provision will be equivalent to the unit member's full day FTE.

ARTICLE XV  
PROMOTION

- 15.1 First Consideration: Unit members in the bargaining unit shall be given first consideration for filling any job vacancy after the announcement of the position vacancy. A position will be deemed a promotion for a unit member only if it requires placing the individual in a higher classification and the job specification requires more advanced skills.
- 15.2 Posting Of Notice:
- 15.2.1 Notice of all job vacancies shall be posted on designated bulletin boards at each District job site.
- 15.2.2 The job vacancy notice shall remain posted for a period of five (5) working days, during which time unit members may file for the vacancy. A unit member who is on paid or unpaid leave, vacation, or layoff during the period of the posting shall be mailed a copy of the notice by first class mail to the local current address listed in the personnel office on the date the position is posted.
- 15.3 Notice Contents: The job vacancy notice shall include: the job title, a brief description of the position and duties, the qualifications required for the position, the assigned job site(s), 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 a statement of intent to compete for the position.
- 15.4 Filing: Any unit member in the bargaining unit may file for the vacancy by submitting written notice to the personnel department within the filing period. Any unit member on paid or unpaid leave or vacation may authorize his/her job representative or the Supervisor of Maintenance to file on the unit member's behalf.
- 15.5 Promotional Order: Any unit member in the bargaining unit who files for the vacancy during the posting period and meets the qualifications shall be promoted into the vacant position. If two (2) or more unit members who file meet the qualifications, the unit member with the greatest bargaining unit seniority shall be the one promoted. In the event that two or more unit members have identical seniority, the unit member to fill the position shall be selected by the District.
- 15.6 Promotional Order: If a promotion is denied and the unit member requests the reasons for denial, the appropriate administrator will meet with the unit member to discuss the specific reasons.
- 15.7 Promotional Probation: If a permanent employee is promoted to a higher classification, the employee shall be probationary in the new classification for a period of six (6) months. A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be restored to the position from which he or she was promoted.

ARTICLE XVI  
TRANSFER

- 16.1 Definition of Transfer: A transfer is an action of the District which results in the movement between schools or job sites of a bargaining unit member into another position within the same class.
- 16.2 Definition of Class: "Class" is any group of positions sufficiently similar in duties, responsibilities and authority with the same title, minimum qualifications and salary range as designated for all positions in a class.
- 16.3 Initiation of Transfer: A transfer shall be initiated by the unit member or the District.
- 16.4 Posting Procedure: The District shall post all available positions at all work sites for not less than five (5) working days prior to filling the position(s).
- 16.5 Voluntary Transfer: Bargaining unit members may request a transfer at any time. This request is to be filed with the Personnel Office. Unit members requesting a transfer shall be given first opportunity to transfer to an available position(s). If more than one unit member wishes to be transferred to available position(s), four (4) factors determine which unit member is to be transferred. These are: seniority within class; if that be equal, then seniority with the bargaining unit; results of an interview/job familiarization conference with the receiving supervisor/administrator; formal evaluations conducted over last two (2) years; and all job-related experience, including current in-District experience, service prior to employment in the District, and/or outside training related to the position.

SENIORITY:	50 points (1 full year = 5 points)
INTERVIEW/FAMILIARIZATION:	12 points (rated by interviewer(s))
EVALUATION:	25 points (1-1/4 points - Outstanding rating); 1 point - Above standard rating; ¾ point – (Standard rating on District Evaluation Form)
JOB-RELATED EXPERIENCE:	10 points (allocated by Superintendent or Designee)

The unit member with the greatest composite score shall be offered the position.

16.5.1 If a voluntary transfer request is denied and the unit member requests reasons for the denial, the appropriate administrator will meet with the unit member to discuss the specific reasons.

16.6 Involuntary Transfer:

- 16.6.1 Permanent Transfer: Transfers of bargaining unit members within the same class may be initiated by the District, based upon the needs and best interests of the District. A unit member affected by such transfer shall be given written notice of not less than fifteen (15) working days. This notice shall state the reason(s) for the proposed transfer, effective date of transfer, and shall inform the unit member of his/her right of appeal directly to the Superintendent or designee. This provision shall not be applicable to transfer initiated as a result of layoff or bumping procedures available to classified bargaining unit members.
- 16.6.2 Temporary Transfer: A unit member assigned to a temporary job site for more than twenty (20) work days shall receive added payment of two-and-one-half (2-1/2) percent of the unit member's regular position rate of pay, retroactive to the first day of the transfer. A temporary transfer shall be deemed permanent at the start of the forty-first (41<sup>st</sup>) work day in that position if the unit member grants written consent. If written consent is not received, then the permanent involuntary transfer provisions of this Agreement shall apply with the unit member remaining at the work site during the fifteen (15) day notice period. If the unit member wishes to be permanent at the site, he/she shall remain and the two-and-one-half percent added pay will be immediately discontinued. If at the start of the forty-first work day, the unit member returns to his/her normal work site, the added pay will be discontinued.
- 16.6.3 A unit member affected by involuntary temporary transfer shall be given a written notice of not less than five (5) working days.

16.6.4 When requested in writing by the unit member, a conference shall be held between the Superintendent or designee and the unit member prior to the effective date of the permanent transfer.

16.7 Medical Transfer:

16.7.1 A bargaining unit member with two (2) years' consecutive service in the District who has become medically unable to perform his/her regular job duties shall be given alternate work, when the same is available, the availability of alternate work to be determined by the District.

16.7.2 Job skill qualification will be determined by the adopted Job Specifications.

16.7.3 The exclusive representative will be notified of the planned change in position.

16.7.4 The District reserves the right to require medical examination and/or verification by a physician of the District's choice at District expense.

ARTICLE XVII  
LAYOFF AND REEMPLOYMENT

- 17.1 Provisions: The provisions of this Article shall govern the layoff of all members of the classified service.
- 17.2 Notice of Layoff: The District shall notify the affected unit members in writing a minimum of forty five (45) days prior to the date of any layoffs. The notice shall specify the reason for the layoff and identify by name and classification the unit members designated for layoff.
- 17.3 Unit member Rights: Unit members in the bargaining unit shall have the following rights in the event of layoff for lack of work or lack of funds.
- 17.3.1 Order of Layoff: Any layoff shall be effected within a class. The order of layoff shall be based on length of service within the class, plus higher classes. The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first. "Length of service" means all hours in a paid status, but does not include any hours compensated solely on an overtime basis.
- 17.3.2 Bumping: A permanent unit member in the unit who is laid off from a class, and who has previous service in an equal or lower class, shall have the right to bump a unit member with less seniority
- 17.3.2.1 Seniority: Seniority shall include the total of the previous service in the class from which layoff occurs and in higher classes.
- 17.3.2.2 Equal Classes (Maintenance & Operations): Seniority for Maintenance & Operations unit members only shall include the total of previous service in equal classes plus service in the class in which layoff occurs, and in higher classes.
- 17.3.2.3 Layoff In Lieu Of Bumping: A unit member who elects a layoff in lieu of bumping maintains his/her bumping rights.
- 17.3.3 Voluntary Demotion Or Transfer: A permanent unit member who will suffer a layoff for lack of work or funds despite his/her bumping rights may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, provided that the unit member is qualified to perform the duties thereof, and provided further that the Board of Trustees approved the voluntary demotion.
- 17.3.4 Layoff Versus Limited-Term Positions: No regular unit member shall be laid off from any position while unit members serving under limited-term appointment are retained in positions of the same class in the same organizational unit unless the regular unit member declines the limited-term position.
- 17.4. Procedures: In the event of layoffs of permanent unit members in the bargaining unit, the following procedures shall be utilized:
- 17.4.1 Order of Layoff: When unit members are laid off for lack of work or lack of funds, layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The unit member who has been employed the shortest time in the class, plus higher classes, shall be considered to have the least seniority and, therefore, shall be laid off first. Seniority shall be based on the number of hours a unit member has been in a paid status in the class, plus higher classes, plus years of service prior to July 1, 1971.
- 17.4.2 Reemployment List: The names of permanent and probationary unit members thus laid off shall be placed upon the reemployment list for the class from which they were laid off. Names on the reemployment list shall be in the relative order of seniority.
- 17.4.3 Short-Term Employees: A short-term unit member may be laid off at the completion of the assignment without regard to the procedure set forth in this regulation.

- 17.4.4 Reemployment Rights: Laid off unit members are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be employed in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment, defined or undefined, in this Article. In addition, they shall have the right to apply for promotional positions within the Promotional Article of this Contract and use their seniority therein for a period of thirty-nine (39) months following layoff. A unit member on a reemployment list shall be notified of promotional opportunities.
- 17.4.5 Voluntary Demotion Or Voluntary Reduction In Hours: Regular unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and they shall be ranked in accordance with their seniority on any valid reemployment list and shall retain eligibility to be considered for reemployment for an additional 24 months.
- 17.4.6 Retirement In Lieu Of Layoff: Regular unit members in the bargaining unit who have been employed at least five (5) years under Public Unit members Retirement System and are fifty (50) years of age or older may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such unit members shall, prior to the effective date of the proposed layoff, complete and submit a form to the Public Unit members Retirement System provided by the payroll department for this purpose. The unit member shall then be placed on a thirty-nine (39) month reemployment list in accordance with this Article. The District agrees that when an offer of 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 retired person shall be allowed sufficient time to terminate his or her retired status with Public Unit members Retirement System.
- 17.4.7 Seniority Roster: The District shall establish and maintain a seniority roster indicating a unit member's hire date and class seniority. Such rosters shall be available to the unit member organization through the personnel office of the District.
- 17.4.8 Notification Of Reemployment Opening: A unit member who is laid off and is subsequently eligible for reemployment 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 unit member.
- 17.4.9 Unit member Notification To District: A regular unit member shall notify the District of his/her intent to accept or refuse reemployment within ten (10) working days following the mailing of the reemployment notice. If the unit member accepts the reemployment, the unit member must report to work within thirty (30) working days following the mailing of the reemployment notice. A unit member given notice of reemployment need not accept the reemployment to maintain the unit member's eligibility on the reemployment list, provided the unit member notifies the personnel office in writing within five (5) working days from receipt of the reemployment notice; however, after three refusals, his/her name will be removed from the reemployment list.
- 17.4.10 Reemployment Class Placement: Unit members shall be re-employed in the highest rated job classification available in accordance with their length of service in the class from which they were laid off, plus higher classes. Unit members who accept a position lower than their former class shall retain their original thirty-nine (39) month rights to the higher positions.
- 17.4.11 Improper Layoff: Any unit member who is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.
- 17.5 Specially funded program: When a specially funded program expires and classified positions must be eliminated at the end of any school year and classified unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of the school year shall be given written notice on or before May 29, informing them of the layoff effective at the end of the school year and of their displacement and re-employment rights. If the termination date of the specially funded program is other than June 30, the notice shall be given not less than thirty (30) days before the effective date of the layoff. (Education Code 45117(a).)

ARTICLE XVIII  
ABOLITION OF POSITIONS

- 18.1 Abolition Of A Position Or Class Of Positions: The District Superintendent shall meet for discussion purposes with a representative(s) of CSEA, if the District proposes to dismiss permanent unit members and/or abolish positions due to lack of funds. This meeting shall take place at least thirty (30) days prior to the time such action is to be taken.

ARTICLE XIX  
CONTRACTING AND BARGAINING UNIT WORK

- 19.1 Contracting Of Work: The District agrees that it will not contract out work which has been customarily and routinely performed by unit members in the bargaining unit covered by this Agreement. The District reserves the right to enter into agreements with other public agencies for the purpose of accomplishing necessary work, as determined by the District. Nothing stated herein precludes the District from exercising the provision contained in Paragraph 4.3 of District Rights, Article IV.
- 19.2 Necessary Skills And Equipment: The District reserves the right to determine if the unit members have the skills and the District has the equipment necessary to perform needed work. If unit member skills and equipment are not adequate, work will be contracted out.
- 19.3 Unforeseen Contingencies: If as a result of natural disaster, vandalism, absenteeism, arson and non-arson fires, or other unforeseen contingencies, and if the unit members of the unit are not able to perform required work resulting from one or a combination of the above, the District reserves the right to contract out such work.

Negotiations of this Article during re-openers shall not be considered as a re-opener for either party.

ARTICLE XX  
GRIEVANCE PROCEDURE

20.1 Definitions:

20.1.1 A “grievance” is a written allegation of a violation, misinterpretation or misapplication of the specific terms of this Agreement. “Grievance” does not include:

20.1.1.1 Any proceeding for discipline or discharge of unit members

20.1.1.2 Any attempt to alter or amend this Agreement by the filing of a grievance;

20.1.1.3 Any proposal for expenditure of capital funds;

20.1.1.4 The decision to lay off;

20.1.1.5 The content of evaluation of unit members (as opposed to alleged violation, misinterpretation or misapplication of procedural matters.)

20.1.2 A “grievant” is a unit member or group of unit members, covered by the terms of this Agreement with the same complaint, or CSEA.

20.1.3 A “day” is any day in which the District Office is open for business.

20.1.4 An “immediate supervisor” is the lowest level supervisor/administrator having immediate jurisdiction over the grievant, and who has been designated to administer grievances.

20.2 Group Grievance/Union Grievance: If the grievance involves unit members with different immediate supervisors, or CSEA, the grievance may be filed at Level II.

20.3 Informal Discussion: Before filing a formal grievance and within twenty (20) days after the grievant knows, or reasonably should have known, of the circumstances which form the basis for a grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor. The grievant may be accompanied by no more than two (2) representatives of his/her choice.

20.4 Level I - Immediate Supervisor: If the informal discussion does not resolve the grievance, a formal grievance may be initiated, not later than ten (10) working days after the informal conference.

20.4.1 A formal grievance shall be initiated in writing and shall be filed with the immediate supervisor on forms prepared jointly by the District and CSEA. Such forms will be readily available at all job sites. Grievances reduced to writing at this step shall include statements indicating: (a) the circumstance giving rise to the grievance, (b) the Article(s) or Section(s) of the contract which the grievant believes were violated, and a listing of actions requested of the District which will remedy the grievance.

20.4.2 Within ten (10) working days after the filing of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant.

20.5 Level II - Superintendent or Designee: If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within ten (10) working days to the Superintendent or his/her designee. The designee shall be a person experienced in the subject matter of the dispute.

20.5.1 The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reason for the appeal.

20.5.2 Within ten (10) working days, the Superintendent or designee shall meet with the grievant in an attempt to resolve the grievance.

20.5.3 Within five (5) working days, the Superintendent or designee shall investigate the grievance and give his/her decision in writing to the grievant.

20.6 Level III

- 20.6.1 If the grievant(s) is/are not satisfied with the decision at Level II, he/she/they may, within ten (10) working days, submit a request in writing to the superintendent for submission to the Board of Trustees. The statement shall include a copy of the original grievance, all decisions rendered, and a clear, concise statement of the reasons for the appeal. The grievant shall be heard by the Governing Board at its next regular meeting in closed session after receipt of the grievance material.
- 20.6.2 The Board shall render its decision within ten (10) working days after its meeting to hear the appeal. Specific written reasons shall be given for a denial of the appeal.
- 20.6.3 In the event CSEA is not satisfied with the decision at Level III, CSEA may, within ten (10) days, submit a request in writing to the superintendent for arbitration of the dispute.

20.7 Level IV

- 20.7.1 Upon timely request by CSEA for submission of the grievance to arbitration, the parties may agree on an arbitrator or request a list of arbitrators from the California State Conciliation Service in accordance with the State Conciliation Service procedures. The arbitrator shall be chosen by allowing each party in turn to strike out one (1) name until only (1) name remains. The determination of the party to strike first shall be by lot.
- 20.7.2 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and by the Association. All other expenses shall be borne by the party incurring them.
- 20.7.3 The arbitrator shall, as soon as possible, hear evidence on the issue(s) submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 20.7.4 Within thirty (30) days after conclusion of the hearing, the arbitrator shall render an award in writing to the parties in interest. Such award shall be binding on all parties in interest.
- 20.7.5 Limitations of the Arbitrator:
  - 20.7.5.1 The arbitration procedure does not apply to:
    - 20.7.5.1.1 Any proceeding for discipline or discharge of unit members
    - 20.7.5.1.2 Any attempt to alter or amend this Agreement by the filing of a grievance;
    - 20.7.5.1.3 Any proposal for expenditure of capital funds;
    - 20.7.5.1.4 The decision to lay off;
    - 20.7.5.1.5 The content of evaluation of unit members (as opposed to alleged violation, misinterpretation or misapplication of procedural matters.)
  - 20.7.5.2 The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties, in the presence of each other and upon arguments presented in briefs.
  - 20.7.5.3 No proposed remedy of the arbitrator shall apply more than twenty (20) working days prior to the filing of the written grievance.
  - 20.7.5.4 Arbitrators may not award remedies which require a direct money payment (payout) by the District of more than \$5,000 to the grievant or other unit members similarly situated even if they were not grievants. In cases where the potential aggregate award exceeds \$5,000, the grievant or CSEA may seek remedy in any court of competent jurisdiction; the District waives any requirement for utilization of the grievance procedure in such cases.

20.7.5.5 The grievance procedure may not be utilized to challenge or change the policies of the District as set forth in the Board policies, administrative regulations, and procedures. Challenges to such matters must be undertaken under separate legal processes.

20.7.5.6 The arbitrator will have not power to add to, subtract from, or modify the terms of this Agreement.

20.8 General Provisions:

20.8.1 The grievant may be represented at each step of the grievance procedure by CSEA.

20.8.2 CSEA has the right to present its position on a grievance before final resolution.

20.8.3 Time limits may be reduced or extended by written, mutual agreement. Time limits for appeal provided in each level shall begin the day following the receipt of the written decision by the grievant.

20.8.4 If it appears that an alleged violation of the Agreement affects a group of unit members, the Superintendent and the unit members may agree to process the grievance beginning at Levels II or III.

20.8.5 No disciplinary action shall be taken by the District against unit members based on the unit member's involvement in grievance processing.

20.8.6 No records dealing with the processing of a grievance shall be kept in the personnel files of any member of the unit.

20.8.7 Efforts shall be made to resolve a grievance(s) before the closing of the current school year. This provision is limited to those factors over which the grievant(s) and the District have direct and substantial control.

20.8.8 In the event of the issuance of a subpoena by CSEA or the District to appear as a witness at a hearing with an arbitrator, paid release time shall be provided by the District for affected unit members.

Article XXI  
Progressive Discipline

21.1 Definition of Disciplinary Action

- A. Permanent classified employees shall be subject to disciplinary action only for “cause.” The provisions of this article shall not apply to probationary employees. Disciplinary action is defined as follows:
1. Dismissal – Removal from the employment of the District.
  2. Suspension – Temporary removal from service for a specified period of time without pay.
  3. Involuntary Demotion – Placement in a lower classification without the employee's written consent

21.2 Causes for Disciplinary Action

- A. Permanent employees may have disciplinary action taken against them for specified causes, including the following:
1. Unauthorized absence.
  2. Excessive absence or tardiness.
  3. Abandonment of position.
  4. Commitment or conviction of any criminal act, whether a misdemeanor or felony. As used herein, conviction means a plea or verdict of guilty or finding of guilt by a court in a trial without a jury or plea.
  5. Failure to adequately perform the requirements of the position held.
  6. Failure to comply with contractual conditions of employment.
  7. Insubordination.
  8. Dereliction of duty or the failure or refusal to perform assigned duties in a satisfactory manner.
  9. Disorderly or immoral conduct.
  10. Intoxication or use of intoxicants, narcotics or controlled substances while on the job.
  11. Reporting to work while intoxicated or under the influence of a narcotic or controlled substance, or the use of alcoholic beverages, narcotics or controlled substances which has an adverse impact on the District.
  12. Physical and/or mental inability to perform assigned duties.
  13. Evident unfitness for service.
  14. Neglectful or willful damage to public property or waste of public supplies or equipment.
  15. Falsifying any information submitted to the District, or concealment of any relevant fact in connection with obtaining employment.
  16. Dishonesty.

17. Violation of any lawful rule, regulation, policy, or procedure of the District, or order of a supervisor.
18. Inability to work with others to the detriment of the District.
19. Discourteous, offensive or abusive treatment of the public, other employees or pupils.
20. Failure to maintain licenses or certificates required for the position by law, District policy or job description.
21. Misappropriation of District funds or property, or knowingly making, duplicating, or distributing any key or password to District facilities or equipment without District authorization.
22. Use of District equipment for personal uses during working hours or any other inappropriate use of District equipment.

### 21.3 Discipline Procedures:

- A. Progressive Discipline: In handling disciplinary matters, it is intended that the discipline shall be commensurate with the offense and progressive steps should be utilized unless circumstances giving rise to the discipline are of such a nature that more severe action is appropriate. The number and nature of the warning(s) will depend on the seriousness of the offense.
- B. Progressive steps may include the following:
  1. Verbal warning.
  2. Written reprimand.
  3. Suspension without pay.
  4. Involuntary demotion.
  5. Dismissal.

### 21.4 Disciplinary Action

- A. An employee against whom disciplinary action is taken, as defined in section 21.1, shall be provided the following in writing, either in person or by certified/registered mail to the employee's last known address:
  1. Statement of Charges: A statement of the specific charges against the employee shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on which the disciplinary action is based. No charge, however, shall be made for acts or omissions which occurred prior to the employee's becoming permanent nor more than two (2) years prior to the filing of this statement of charges, unless such facts were concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
  2. Right to a Hearing: The employee may request a hearing in writing within five (5) calendar days after service of the statement of charges. A card or letter shall be provided to the employee with the statement of charges, the signing of which shall constitute a demand for a hearing and denial of all charges. The request for hearing shall be personally delivered to the Superintendent within five (5) calendar days. If the Superintendent does not receive the request within five (5) calendar days, the disciplinary action shall be effective as of the date set forth in the statement of charges.

3. Access to Material: The employee may, upon request, have copies of the material upon which the charges are based.
4. Representation: The employee has a right to have a representative of the employee's choice at all stages of this procedure.

B. Pre-Disciplinary Meeting (Skelly)

An employee who has received a Statement of Charges pursuant to paragraph 21.4 A.1. above and has requested a hearing may also request a pre-hearing meeting with the Superintendent or designee to respond to the Charges. The request shall be submitted in writing. If the employee makes such a request, the meeting shall occur prior to the formal hearing and the employee may respond orally or in writing to the Charges at the meeting.

21.5 Formal Hearing:

- A. Scheduling of Hearing: A formal hearing shall be held within a reasonable period of time after the filing of a request for a hearing.
- B. Failure to Request a Hearing: If the employee does not request a hearing within five (5) calendar days following receipt of the charges disciplinary action may be taken without a hearing.
- C. Representation at a Hearing: The employee may be represented at the hearing by a representative of his or her choice.
- D. Use of Evidence at a hearing: Technical rules of evidence shall not apply at the hearing.
- E. Suspension or involuntary demotion. A hearing regarding a suspension or demotion shall be conducted by the Board of Trustees. The hearing shall be in Closed Session unless the employee makes a written request for a public hearing at least five (5) calendar days prior to the hearing. The Board of Trustees may deliberate in the absence of the employee and the administration. The decision of the Board of Trustees shall be final and binding.
- F. Dismissal. In lieu of a hearing before the Board of Trustees, in dismissal cases the union may elect to use an arbitrator to conduct the hearing and make a recommendation to the Board of Trustees. The request for use of an arbitrator must be included in the Request for Hearing submitted to the District pursuant to section 21.4 A 2. If the union does not elect to use an arbitrator the matter will be heard by the Board pursuant to section 21.5 E.

The arbitrator shall be mutually selected by the District and the Association from an agreed upon list of arbitrators. If an agreement upon an arbitrator is not reached within 15 days of submittal of the Request for Hearing, the Association shall ask the State Mediation and Conciliation Service (SMCS) to supply a list of five arbitrators experienced in hearing dismissal cases in public schools. If either party disapproves of the list, the party may request a new list from the SMCS or the American Arbitration Association. Each party shall alternately strike a name until only one name remains. The order of striking shall be determined by flip of the coin.

A record of the hearing may be made. The cost of the hearing, including the cost of a court reporter, if any, shall be shared equally by both parties.

No later than sixty (60) calendar days after the final day of hearing, the arbitrator shall submit a recommended written decision to the Board of Trustees, or designee, which shall include proposed findings of fact and determination of the issues. The written decision shall also be sent to the employee or his/her Association representative. The Board of Trustees shall accept, reject, or modify the recommended decision. If the Board rejects or modifies the decision it shall provide the employee with its rationale for doing so. The decision of the Board shall be final.

- G. Right to Testify and Call Witnesses: The employee shall have the right to personally appear and testify, to call witnesses and to cross-examine witnesses by the administration. The District may call witnesses and cross-examine the employee's witnesses.
- H. The failure by the employee to appear in person or to be represented by a designated representative in his/her stead for any scheduled hearing shall constitute a waiver of the right to a hearing. Disciplinary action shall be taken without a hearing.

#### 21.6 Disciplinary Settlement

A disciplinary settlement may be reached at any time prior to or following the service of the statement of charges. The terms of the settlement shall be reduced to writing.

Article XXII  
PROFESSIONAL COURTESY

The parties recognize that from time to time unit members may have concerns regarding other District employees. This Article gives guidance to the unit member and the District as to how to proceed in the event that a unit member does develop such a concern. The parties also recognize that steps set forth in this Article may not be applicable in all circumstances. This Article does not supplant or supersede other procedures that may apply to complaints or concerns, including, but not limited to, the District's discrimination, harassment, or discipline procedures. It is not intended to limit a unit member's or the District's rights under applicable policies nor limit the parties' right to enforce such policies. Unit members and the District retain the right to utilize other applicable procedures.

**Informal Level**

A unit member who has a concern regarding an action by a District supervisor or other District employee (unit member or certificated) shall, as a matter of professional courtesy, first discuss the issue with the individual with whom the unit member has the concern as soon as practicable in an effort to seek a mutually acceptable solution. Such an attempt at resolution shall normally take place within ten (10) working days of the issue causing the concern or the employee's awareness of the issue causing the concern.

If the concern is regarding an action by the immediate supervisor of the unit member or a higher level administrator, the unit member may request that an association representative be present.

**Assistance by Immediate Supervisor**

In the event there is no mutually acceptable solution to a concern regarding an individual employee, or if the unit member feels the matter is of such a nature that direct discussion would be inadvisable, the unit member may refer the problem to his/her immediate supervisor.

The supervisor shall meet with the employee against whom the concern has been raised, become thoroughly familiar with the issue, and shall seek a mutually acceptable solution.

**Assistance by the Superintendent/Designee**

In the event resolution of the problem is not achieved at the informal or immediate supervisor level, the unit member may request, in writing, a meeting with the Superintendent/Designee. The request should include:

The specific nature of the concern and a brief statement of the facts causing it.

The nature and extent of the adverse effect of the situation causing the concern.

A brief summary of the results of prior meetings, the specific action which the unit member wishes taken, and the reasons why the unit member feels such action should be taken.

**Investigation with Resolution**

If the matter is resolved at the meeting to the satisfaction of the unit member and there has been a determination that there have been no serious or recurring violations of rules, regulations, policies, or laws, no further steps will be taken under this procedure.

Once the issue is resolved, the unit member will make every effort to resume a professional relationship absent further references to the problem, unless it recurs.

**Investigation without Complaint Resolution**

If the matter is unresolved the unit member should contact his/her Association representative and follow all applicable complaint procedures.

**Assistance by Superintendent**

If the issue is not resolved and the matter is appropriate for consideration by the Superintendent, the Superintendent may meet with the unit member and attempt to resolve the issue. The unit member may have an Association representative attend the meeting.

**Confidentiality**

All information or proceedings regarding any concern, or the handling of the matter, shall be kept confidential by the District and the unit member, shared only on a need to know basis or as appropriate if the matter is processed through other applicable procedures, such as the discrimination, harassment, or discipline processes.

ARTICLE XXIII  
PROFESSIONAL GROWTH

23.1 Committee Structure:

- 23.1.1 A Professional Growth Committee shall be formed for the purpose of evaluating and approving professional growth policies and activities for CSEA clerical, maintenance and operations and, aide and tutor unit members, and for the purpose of presenting their recommendations to the Superintendent and the Board of Trustees.
- 23.1.2 The Committee shall consist of four (4) members. A representative of the CSEA clerical unit members; a representative of the CSEA maintenance and operations unit members, a representative of the Aide/Tutor unit members, and the District Chief Business Official.
- 23.1.3 The committee shall schedule meetings as necessary to review applications for professional growth credit and update the policy to maintain compatibility with other professional growth policies offered by the District.
- 23.1.4 Preliminary review of applications and forwarding to the Superintendent for approval may be made by the Chief Business Official with written notice to the other committee members in cases where there is little question as to final approval or in cases of timeliness issues.

23.2 Course Patterns:

- 23.2.1 For a suggested guideline of courses, see Appendix F. These courses will be designated by appropriate classification but will remain flexible. The final decision as to the appropriateness of each intended course will remain with the superintendent of designee.
- 23.2.2 Advance approval must be obtained from the committee before a course is taken for professional growth credit (see Professional Growth Credit for Classified Unit member's form). The course of workshop title, date(s) of course, number of hours, or units, and name of school/organization must be provided. A copy of the catalog describing the course or registration form announcing the workshop will be required with each request, if available. Upon completion of the course, the unit member will obtain the instructor's signature in the "Certification of Course Completion" section of the "Professional Growth Credit for Classified Unit members" request form and submit the completed form to the Superintendent or Designee for final approval.
- 23.2.3 For salary advancement, verification of completed courses or committee work must be submitted to the Personnel Office by October 1 of each year. If transcripts are not available, a grade report or letter of verification from the instructor indicating the number of completed units will be accepted.
- 23.2.4 Payment method: A pro-rata portion of the increment(s) available to a bargaining unit member shall be paid with each paycheck.

23.3 Professional Growth Increment

- 23.3.1 The professional growth increment is to be made on September 1 to qualifying unit members. All CSEA unit members are eligible to participate in the professional growth plan. Unit members considering course work are required to have the approval of the committee prior to enrollment (see Professional Growth Credit for Classified Unit member's form, Appendixes G & H).
- 23.3.2 CSEA unit members may earn professional growth increments of 5% of their annual salary upon successful completion of approved course work. This increment is to be added to the unit member's regular salary, including any and all longevity increases, and/or previous professional growth increases, as well as any salary increases negotiated by the time the increment is granted. The increment shall continue throughout the service of the unit member.

23.3.3 Increments may be earned once in two (2) years up to a maximum of two (2) increments. Additional increments may be earned once in three (3) years up to a maximum of two (2) increments, for a total of four (4) increments. If a unit member is promoted or changes positions, he/she shall be allowed up to two (2) additional increases, for a maximum of six (6) possible increments. Each increment shall be earned by completion of nine (9) approved semester units or equivalent. The nine (9) approved units may include a combination of any of the areas specified below:

23.3.3.1 Six (6) units—Minimum chosen from the approved list of courses relating directly to the unit member's specific areas of employment or in other areas for possible promotion, as approved by the committee.

23.3.3.2 Three (3) units may be chosen under the category of general education courses, the unit member's specific area of employment in the District, or other areas of professional growth subject to approval by the committee.

23.3.3.3 Semester Units: All professional growth credits shall be converted into semester units. College credit in terms of quarter units shall be converted into semester units at the ratio of one-quarter unit to two-thirds semester unit. (Fifteen hours equals one semester unit.)

23.3.3.4 Adult education courses shall be as follows:

Total Hours in Adult Education Courses Workshop	Absences Permitted	Semester Units of Professional Growth Credit
8-14 hours	None	½
15-19 hours	1	1
20-29 hours	1	1 ½
30-39 hours	2	2
40-49 hours	2	2 ½
50 hours and over	2	3

23.4 Reimbursed Expenses: All expenses connected with work for professional growth credit shall be borne by the unit member. If the District reimburses the unit member for any cost, the credit shall not be granted.

23.5 Workshop: Workshops conducted by accredited institutions or approved associations and scheduled outside of the regular working hours may be attended for professional growth credit with the committee's approval prior to attendance. Hours for workshops may be accumulated but may not include lunch hour break time.

23.6 District Committee Work: Professional growth credits will be given for District committee work scheduled outside of the regular working hours, contingent upon approval from the Professional Growth Committee or the Superintendent or Designee.

23.7 Carryover: Unit members earning professional growth credits in excess of those necessary to earn a professional growth increment may carry over the credit and may apply that credit toward the next professional growth increment.

23.8 Record Maintenance: A log of professional growth credits earned by each unit member shall be maintained by the District as a permanent record in the unit member's personnel file.

23.9 Retroactivity: This program shall be effective and apply to courses taken on or after July 1, 1990.

ARTICLE XXIV  
NEGOTIATIONS AND EFFECT OF AGREEMENT

- 24.1 Duration: The duration of this Agreement shall be from July 1, 2011 through June 30, 2014. The parties may re-open for 2012-2013 and 2013-2014 on Article IX, Salary and Compensation, Article XI, Health and Welfare Benefits and two (2) additional articles of each party's choice.
- 24.2 Commencement Of Negotiations: As soon as possible and convenient and not later than forty-five (45) work days following submission of a proposal as noted in section 24.1, negotiations shall commence at a mutually acceptable time and place for the purpose of considering possible changes in this Agreement.
- 24.3 Impasse: If notice has been given in accordance with the preceding sections 24.1 and 24.2 and the parties have not been able to agree upon terms of a new agreement within thirty (30) days prior to expiration date of this Agreement, either party may institute impasse procedures in accordance with the rules of the Public Employment Relations Board (PERB). Once the impasse procedures have been invoked, this Agreement shall remain in full force and effect until the conclusion of the impasse process. During the term of this Agreement, there will be no strike (sympathy or otherwise), slowdown, sick-in, work stoppage, picketing, boycotting, or other interference with the operations of the District, except that this prohibition shall not be in effect during the period that re-opener negotiations have actually reached impasse and until agreement on the re-opener has been reached by the parties.
- 24.4 Ratification Of Additions Or Changes: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.
- 24.5 Release Time for Negotiations: CSEA shall have the right to designate four (4) unit members, who shall be given reasonable release time to participate in negotiations. Time for negotiations shall be fifty (50) percent work time and fifty (50) percent unit member time.

ARTICLE XXV  
SAVINGS

25.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions and all provisions dependent upon its continued existence, will be deemed void, except to the extent permitted by law, but all other provisions will continue in full force and effect.

Further, if the law governing collective bargaining, as related to the public schools, is changed by legislative enactment, and in addition the regulations of the PERB, applicable to all public schools, are changed or added to in such manner as to affect the scope of negotiations or to void any Article of this Agreement, the District and CSEA bargaining representatives shall meet to discuss the impact of the above stated contingencies on the contract. The meeting(s) shall take place at a mutually agreeable time within forty-five (45) days after the effective date of the PERB ruling, court decision, or legislative change in law.

Further, changes in the scope of negotiations shall be negotiated between the District and CSEA. These negotiations shall commence not more than thirty (30) days following the initial discussion meeting(s) held in accordance with the preceding paragraph.

The voiding of Articles, resulting from decisions and regulations of the court or PERB shall be re-negotiated at a mutually agreeable time(s) following the discussion meeting(s) mandated in paragraph 2 of this Article.

ARTICLE XXVI

DURATION

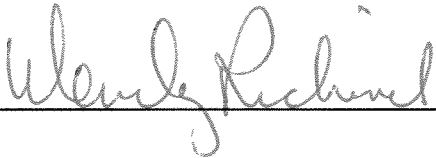
26.1 Duration: The duration of this Agreement shall be from July 1, 2011 through June 30, 2014. The parties may re-open for 2012-2013 and 2013-2014 on Article IX, Salary and Compensation, Article XI, Health and Welfare Benefits and two (2) additional articles of each party's choice.

26.2 2011-2012: This Agreement shall be closed; there shall be no further negotiations between the parties for the 2011-2012 school year except as follows:



26.2.1 If there is a change in federal or state law through legislative, judicial, administrative or other action during or applying to the 2011-2012 school year which has or could impact the terms and conditions set forth in this Agreement, or there is an increase or decrease in District unrestricted revenue, either party may re-open negotiations for the 2011-2012 school year on specific provisions of the Agreement which are or could be affected by such action. Negotiations will begin within ten (10) school days after a request is made by either party.

Signed and entered into this 28th day of June, 2011.

FOR MILLBRAE SCHOOL DISTRICT

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS CHAPTER #561

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**MILLBRAE SCHOOL DISTRICT**

**CSEA, CHAPTER 561  
AIDES & TUTORS  
2011-12  
Salary Schedule B\*\*\*\*  
(per 07-08 negotiations)**

Range	Classification**	Days in work year***
9	Instructional Aide/Asst SIP Aide Lottery Aide Title I	175
11	LSH Aide RSP Aide LCII/SDC Aide	167 167 175
14	Full-Inclusion Aide	175
16	ELD Tutor	167
	EIA Tutor	175 (TA only)
	Title I Tutor	
	Technology/Media Aide Computer Aide Health Aide Library Technician PE Aide	167

District-paid PERS

Range	Per Hr*	1	2	3	4	5
9	13.34	2312	2416	2531	2643	2766
11	13.94	2416	2531	2643	2766	2905
14	14.93	2588	2707	2841	2969	3108
16	15.62	2759	2841	2969	3108	3252

\* Computed on the basis of 173.33 hours per average work month, 12-month work year. Monthly salary table for less than 12-month work year positions will be prorated according to adjusted work year.

\*\* Reclassification effective 1/1/02

\*\*\* Work year per 2011-12 agreement; valid for 2011-12 only

\*\*\*\*For 2011-12 the District and CSEA are observing 5 furlough days not reflected in salary schedule.

Appendix A (continued)

*NOTE: Instructional Assistants, RSP Assistants, ELD Tutors, and Library Assistants who have earned a Library Technician or Education Aide Certificate from a community or state college, or if holding a valid California Teaching Credential shall have their hourly pay rate increased by \$.25 per hour. Any ELD Tutor holding a language development specialist (LDS) certificate issued by the Commission of Teacher Credentialing shall receive a \$300 annual stipend in addition to the salary schedule.*

CSEA Aides/Tutors  
2011-12 (Salary Schedule A)

Employee-paid PERS

Range	Per Hr*	1	2	3	4	5
9	13.78	2,388	2,503	2,614	2,737	2,863
11	14.44	2,503	2,614	2,737	2,863	2,997
14	15.44	2,676	2,801	2,936	3,068	3,212
16	16.16	2,801	2,936	3,068	3,212	3,359

**MILLBRAE SCHOOL DISTRICT**

**CSEA, CHAPTER 561**

**CLERICAL**

2011 - 12

Salary Schedule B\*\*\*\*\*

(per 07-08 negotiations)

<u>Range</u>	<u>Classification</u>	<u>Work Year</u>
15	Substitute Caller/Receptionist/Data Entry Clerk	192 days
18	Attendance Secretary I	192 days
20	Attendance Secretary II - Middle School	192 days
21	School Administrative Secretary	192 days
22	Middle School Office Manager	205 days
27**	Account Technician/Payroll Technician**	12 month
29***	Administrative Secretary/Director***	12 month
29****	Administrative Secretary /Student Services	209 days

**District-paid PERS**

Range	Per Hr*	1	2	3	4	5
15	15.25	2,643	2,766	2,903	3,040	3,174
18	16.38	2,839	2,967	3,108	3,252	3,409
20	17.12	2,967	3,108	3,252	3,409	3,567
21	17.54	3,040	3,174	3,326	3,482	3,652
22	17.93	3,108	3,252	3,409	3,567	3,739
27	20.09	3,482	3,650	3,820	4,006	4,193
29	21.06	3,650	3,820	4,006	4,193	4,397

\* Computed on the basis of 173.33 hours per average work month.

\*\* Reclassification from Confidential Non-Unit effective 7/1/02

\*\*\*Reclassification from Confidential Non-Unit effective 01/01/05

\*\*\*\*Salary range changed from 22 to 29 effective 7/01/11

\*\*\*\*\* For 2011-12 the District and CSEA are observing 5 furlough days not reflected in salary schedule.

**MILLBRAE SCHOOL DISTRICT**

**CSEA, CHAPTER 561  
TECHNOLOGY  
2011-12**

Salary Schedule B\*\*\*\*\* (per 07-08 negotiations)

Range	Classification	Days in work year**/****
18	District Computer Tech	12 mos
42	Technology Specialist NT	12 mos

District-paid PERS

Range	Per Hr*	1	2	3	4	5
16	15.62	2,707	2,841	2,969	3,108	3,252
18	16.38	2,839	2,967	3,108	3,252	3,409
42	28.32	4,909	5,118	5,339	5,567	5,808

\*Computed on the basis of 173.33 hours per average work month, 12-month work year

\*\*Monthly salary table for less than 12-month work year positions will be prorated according to adjusted work year.

\*\*\*Work year per 2011-12 agreement; valid for 2011-12 only

\*\*\*\* For 2011-12 the District and CSEA are observing 5 furlough days not reflected in salary schedule.

**MILLBRAE SCHOOL DISTRICT**

**CSEA, CHAPTER 561  
FOOD SERVICES**

2011 - 12

Salary Schedule B\*\* (per  
2007-08 negotiations)

<u>Range</u>	<u>Classification</u>
5 .....	Food Service Worker Asst
6 .....	Food Service Worker I (Satellite)
9 .....	Food Service Worker II (Asst Cook)
11 .....	Food Service Worker III (Middle School)
13 .....	Cook - Central Kitchen

District-paid PERS

Range	Per Hr*	1	2	3	4	5
5	12.65	2,193	2,295	2,394	2,501	2,619
6	12.95	2,245	2,343	2,453	2,564	2,680
9	13.81	2,394	2,501	2,619	2,737	2,865
11	14.45	2,505	2,619	2,737	2,865	3,007
13	15.11	2,619	2,737	2,865	3,007	3,148

\* Computed on the basis of 173.33 hours per average work month.

\*\* For 2011-12 the District and CSEA are observing 5 furlough days not reflected in salary schedule.

Appendix D (continued)

Food Services  
2011-12 (Salary Schedule A)

Employee-paid PERS

<b>Range</b>	<b>Per Hr*</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
5	13.42	2,326	2,434	2,536	2,655	2,773
6	13.72	2,378	2,486	2,598	2,714	2,839
9	14.63	2,536	2,655	2,773	2,903	3,038
11	15.32	2,655	2,773	2,903	3,038	3,184
13	16.00	2,773	2,903	3,038	3,184	3,337

**MILLBRAE SCHOOL DISTRICT**

**CSEA, CHAPTER 561  
MAINTENANCE/OPERATIONS**

2011 - 12

Salary Schedule B\*\*\*\*  
(per 07-08 negotiations)

<u>Range</u>	<u>Classification</u> **
18 .....	Custodian I
19 .....	Delivery Person & Food Services/Custodian
20 .....	Grounds I/Maintenance I
22 .....	Custodian II
23 .....	Lead Groundsman
26 .....	Maintenance II
30 .....	Maintenance III
34 .....	Head Maintenance***

District-paid PERS

Range	Per Hr*	A	B	C	D	E
18	16.38	2,839	2,967	3,108	3,252	3,409
19	16.75	2,903	3,040	3,174	3,326	3,482
20	17.12	2,967	3,108	3,252	3,409	3,567
22	17.93	3,108	3,252	3,409	3,567	3,739
23	18.31	3,174	3,326	3,482	3,650	3,820
26	19.67	3,409	3,567	3,739	3,914	4,103
30	21.57	3,739	3,914	4,103	4,293	4,503
34	23.67	4,103	4,293	4,503	4,704	4,909

\* Computed on the basis of 173.33 hours per average work month.

\*\*Reclassification effective 1/1/02

\*\*\* Plus 2.5% on-call stipend

\*\*\*\* For 2011-12 the District and CSEA are observing 5 furlough days not reflected in salary schedule.

APPENDIX F

MILLBRAE SCHOOL DISTRICT  
CSEA, CHAPTER #561

MAINTENANCE/OPERATIONS AND SECRETARIES DISTRICT

HEALTH AND WELFARE BENEFIT CONTRIBUTION

12 MONTH UNIT MEMBER:

Monthly District contribution x unit member's months of service = total annual District contribution.

<u>Single Rate</u>	<u>Employee + 1</u>	<u>Family</u>
\$457.50/\$437.50	\$581.50/\$537.50	\$641.50/\$637.50

Any amount of the 1983/1984 additional District contribution for health and welfare benefits (i.e., \$47.00 per month or appropriate pro rata contribution) which a unit member does not use each month may be placed in a tax sheltered annuity if the unit member requests. The unit member may choose a tax sheltered annuity plan from among those plans and companies approved by the District Office. All contributions are contingent upon the rules of the tax sheltered annuity plan that the unit member selects and Internal Revenue Service rules. If the above monthly amount available for contribution to the tax sheltered annuity plan does not meet the minimum dollar amount required by the plan, the unit member's contributions will be placed in his/her tax sheltered annuity plan at the end of the fiscal year or the unit member may choose to make up the difference each month with a voluntary payroll deduction.

APPENDIX G MILLBRAE  
 SCHOOL DISTRICT  
 Professional Growth for CSEA, Chapter #561  
 Suggested Areas for Professional Growth Courses

GENERAL EDUCATION

---

- First Aid/CPR
- Human Relations
- Stress Management
- Time Management
- Writing Skills
- Computer Skills
- Foreign Language/ESL

CLERICAL

AIDES

MAINTENANCE

---

- |                           |                             |                           |
|---------------------------|-----------------------------|---------------------------|
| Business                  | Art                         | Computer/Data Processing  |
| Communications Skills     | Child Growth/Development    | Equipment Repair          |
| Data/Word Processing      | Child Psychology            | Asbestos Certification    |
| English/Spelling/Grammar  | Classroom Techniques        | Hazardous Chemicals       |
| Filing Techniques         | Computer Education          | Safety Courses            |
| Intro to Child Psychology | Instr. Materials/Media      | Playground Safety         |
| Office Practices          | Mathematics                 | Vehicle Maintenance Cert. |
| Public Relations          | Parent-Student Interactions |                           |
|                           | Science                     |                           |

APPENDIX H MILLBRAE SCHOOL  
DISTRICT CLASSIFIED  
REQUEST FOR CREDIT

Name: \_\_\_\_\_ Position \_\_\_\_\_

Location: \_\_\_\_\_ Date \_\_\_\_\_

Select and complete appropriate section below:

~ College/University Units

~ Committee Work  
Work

~ Workshop/Non-University

**(1) COLLEGE/UNIVERSITY UNITS (*attach transcripts*)**

Date Completed:	
Title of Course:	
College/University:	
Number of Quarter units:	Number of Semester Units:

**(2) COMMITTEE WORK**

Name of Committee:	
Number of Committee hours completed this year:	Date Completed:

*Signature of Committee Chairperson* \_\_\_\_\_ *Date* \_\_\_\_\_

**(3) WORKSHOP/NON-UNIVERSITY WORK**

Date Completed:	
Title of Workshop	
School/Sponsoring Organization	
Describe relationship between this course and your present work assignment:	
Number of instructional classroom hours (15 hours = 1 salary credit/unit):	
Repeated course:	~ Yes                      ~ No
Verification of completion of instructional class hours:	~ Official form (ie, grade report) ~ Letterhead from Instructor

*Supervisor's Signature* \_\_\_\_\_ *Date* \_\_\_\_\_ *Superintendent/Designee Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

~ Approved                                      ~ Rejected

Reason for Rejection: \_\_\_\_\_

*For salary advancement, verification of completed courses or committee work must be submitted to the Personnel Office by OCTOBER 1 of each year. If transcripts are not available, a grade report or letter of verification from the instructor indicating the number of completed units will be accepted.*

*All expenses connected with work for professional growth credit shall be borne by the unit member. If the District covers any cost, the credit shall not be granted.*