

San Mateo-Foster City School District (District) &
California School Employees Association and its Chapter 411 (CSEA)

TENTATIVE AGREEMENT
2016-2017 and 2017-2018 Reopener Contract Negotiations

January 29, 2018

This is a comprehensive tentative agreement to settle all outstanding items for 2016-17 school year. Pursuant to the "Term of New Successor Agreement" signed by the Parties (CSEA and the District) and dated June 16, 2017, this agreement also serves as a tentative agreement for 2017-18 school year (Article 21 and Article 23).

The items included in this tentative agreement are listed below:

Article 21 (attached):

- 2016-17 school year - The 2015-16 salary schedule shall be increased by 5% effective July 1, 2016 for current active employees as of the date of ratification of this agreement.
- 2017-18 school year - The 2016-17 salary schedule shall be increased by 3% effective July 1, 2017 for current active employees as of the date of ratification of this agreement.

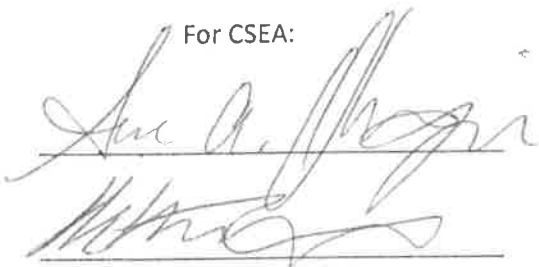
Article 23 (attached)

- Effective January 1, 2018, the maximum benefit contribution shall increase to from \$750 to \$850 per month for 12-month employees, or \$10,200 per year, for unit members whose regular assignment is at least 30 hours per week (prorated for employees working between 20 and 30 hours).

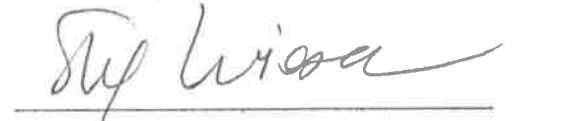
The Parties further agree to the changes, as reflected, in the attached articles:


- Article 6 (attached)
- Article 18 (attached)
- Article 19 (attached)


For CSEA:

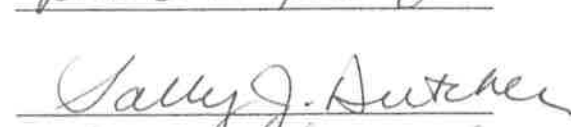



For the District:







TENTATIVE AGREEMENT

January 29, 2018

The District accepts CSEA's counter-proposal as follows on condition that CSEA drop their proposals for Article 21-Bilingual and American Sign Language stipends and Article 30-Professional Growth during the 2016-17 reopeners and 2017-18 reopeners pursuant to the Term of New Successor Agreement between the parties dated June 16, 2017.

ARTICLE 21

PAY AND ALLOWANCES

21.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and be reference incorporated as a part of this Agreement. The regular rate of pay shall include any longevity increment or shift differential required to be paid under this Agreement. All employees in the bargaining unit shall receive an Employee Earnings Worksheet within a reasonable period of time annually after the beginning of their work year.

21.1.1 The 2015-16 salary schedule shall be increased by 5% effective July 1, 2016⁵ for current active employees as of the date of ratification of this agreement.

21.1.2 The 2016-17 salary schedule shall be increased by 3% effective July 1, 2017 for current active employees as of the date of ratification of this agreement.

21.1.23 The District shall offer CSEA an equivalent increase to any increase that another bargaining unit receives that exceeds the increase negotiated with CSEA for 2016-17⁴-2015 and 2017-2018⁵-2016, excluding increases that are due to a negotiated compromise involving

a change in working conditions, such as increased class size, workload, work minutes, or days. If there is a disagreement about whether an increase to another bargaining unit is due to a negotiated compromise, CSEA may demand to bargain the disagreement.

ARTICLE 23

HEALTH AND WELFARE BENEFITS

23.1.8 District Contribution

23.1.8.1 The District shall make a contribution toward an approved health plan option (see Appendix B1), per eligible unit member working 20 hours per week or more.

Effective January 1, 20186, maximum District contribution shall increase to ~~\$850,750~~ per month for 12 month employees, or ~~\$10,200,900~~ per year, for unit members whose regular assignment is at least 30 hours per week. This amount shall be prorated based on forty hours full time equivalent for unit members working at least 20, and less than 30, hours per week.

Employees working less than 20 hours per week will not be eligible for participation in the PERS Health Plan. The District may offer employees who are working less than 20 hours per week another health insurance option which may be available through other employee groups, or individually through an available health insurance plan, if any.

Unit members initially employed on or after April 01, 2012, and before December 31, 2013, including former employees who resigned or whose employment was terminated for reasons other than layoff, shall become eligible for the District contribution to benefits or cash in lieu of benefits at the beginning of the fifth (5th) full month of employment. This provision shall not apply to unit members who are on the 63/39 month reemployment list.

Unit members initially employed on or after January 1, 2014, including former employees who resigned or whose employment was terminated for reasons other than layoff, shall become eligible for the District contribution to benefits or cash in lieu of benefits at the beginning of

the first full month following the first ninety calendar days of employment. This provision shall not apply to unit members who are on the 63/39 month reemployment list.

DATED: 1/29/18

DATED: 1/29/2018

DISTRICT

CSEA, Chapter 411

BY: [Signature]

BY: [Signature]

BY: Sally J. Duxner

BY: [Signature]

CSEA Chapter 411 Counter Proposal to SMFC

2/1/2018

Article 6

HOURS AND OVERTIME

6.1 Work Day, Work Week and Work Year: The District shall set the length of the work day and work week for each classified assignment. The normal workweek shall consist of five (5) consecutive days, Monday through Friday. At the beginning of the work year, the supervisor shall provide each employee their daily work schedule, including start and end times and specific lunch periods in accordance with sections 6.4 and 6.5 below. If an employee has a concern regarding their schedule, they shall attempt to resolve the concern with their supervisor. If the parties are unable to resolve the concern, the employee may appeal to the Assistant Superintendent of Human Resources or designee.

6.4 Lunch Periods:

6.4.1 All employees in the bargaining unit, excluding clerical staff members, Annex paraeducators, Pre-K permit teachers and paraeducators who have an assignment of more than six (6) continuous hours or more per day, shall be entitled to a non-paid duty free lunch period of thirty (30) minutes per day outside of his/her work day, except as follows:

6.4.2 All clerical staff employees who have an assignment of six (6) hours or more per day shall be entitled to a non-paid duty free lunch period of sixty (60) minutes per day outside his/her work day.

6.4.3 Annex paraeducators, Pre-K permit teachers and Pre-K paraeducators who have an assignment of six (6) continuous hours per day, shall be provided with a paid on-duty lunch period.

6.4.3.1 A paid "on-duty" lunch period shall be defined as a paid period of time, during the regular day in which an employee is supervising students during the lunch period.

6.4.5 If, in unusual situations, the non-paid duty free lunch period is interrupted and it is deemed necessary by the supervisor for an employee to work through all or part of their lunch period, the supervisor should reschedule the lunch period to another time during the employee's shift. If the supervisor is unable to reschedule the lunch period, the employee shall be paid for the time worked by submitting a timecard.

6.4.6 Lunch periods shall occur approximately at the midpoint of the shift should be taken as close as possible to the middle of the shift.

6.5 Rest Periods: All employees in the bargaining unit who work a minimum of four (4) hours per day shall be granted a rest period of fifteen (15) minutes within each four (4) hours of work with no loss of pay. Credit cannot be accumulated for rest periods not used, or time taken to shorten the work day. Rest periods should occur approximately at the midpoint of the shift should be taken as close as possible to the middle of the shift and/or between other breaks in the shift.

6.5.1 With supervisor approval, Eligible pre-K and Annex employees working less than six (6) hours may move the add fifteen (15) duty-free minutes to the end of the workday in lieu of taking the fifteen (15) minute rest period during the work day.

C&A

District
Superintendent 2/6/18

TA

TENTATIVE AGREEMENT

August 30, 2016

ARTICLE 18

HOLIDAYS

18.1 Scheduled Holidays: The District agrees to provide all employees in the bargaining unit with fifteen (15) paid holidays subject to holiday eligibility. (See Holiday Schedule marked Appendix C.)

18.2 In addition to the allocation in Appendix C, eleven (11) month employees shall receive one (1) additional day. It is understood that this day must be pre-scheduled with the Immediate Supervisor and will not be used on any day when students are in attendance at the schools unless the school runs a twelve month program. The day must be used within the fiscal year and be taken in no less than one-half day increments or it will be forfeited.

18.3 In addition to the allocation in Appendix C, twelve (12) month employees shall receive two (2) additional days. It is understood that these days must be pre-scheduled with the Immediate Supervisor and will not be taken at a time when a substitute is required, or when the absence of the unit member will result in the necessity of overtime being assigned to other unit members because of the absence. The days must be taken within the fiscal year and be taken in no less than one-half day increments or they will be forfeited. Exception: Those positions which require a substitute, as designated by the Human Resources Office.

18.4 Additional Holidays: Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving, or holiday; or any day declared a holiday by the Governing Board under Education Code Section 45203 or its successor shall be a paid holiday for all employees in the bargaining unit.

A declared day(s) of mourning shall be considered a paid holiday only once in every two calendar years.

18.5 Holidays on Saturday or Sunday: When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday, not a holiday, shall be deemed to be that holiday.

18.6 Holiday Eligibility: Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

18.6.1 No floating holidays as provided in Sections 18.2 and 18.3 may be taken during the first six (6) months of employment with the District.

18.6.2 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Spring Vacation Day, or Independence Day shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

Note: The parties agreed to move language regarding the Child Nutrition Services workday to Article 6.2, effective 2015-16.

Lewis
For the District

Date: 11-29-16

[Signature]
For CSEA #411

Date: 11/29/16

[Signature]
[Signature]

Sally J. Dutcher
11-29-16

Cheryl Shewbury
[Signature] 11/29/16

CSEA

MS

MW

SAD

TENTATIVE AGREEMENT

June 8, 2017

ARTICLE 19

District

JK

JD

CS

DN

CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS

19.1 Classification. When new classifications are created by the District, the District shall provide written notice of intent to create the new classification(s) to the Association's local president prior to determining unit placement.

19.2 Reorganization. The District shall provide written notice of intent to reorganize a department or site to the Association's local president prior to implementing a reorganization that results in changing job descriptions or classification resulting from the reorganization.

19.1 Definition of Reclassification: Reclassification means a significant change in job duties due to the gradual addition of duties which are not reflected in the current job description or to review a position that has not been reviewed within the last five (5) calendar years

19.2 Process for Requesting Reclassifications:

19.2.1 Except by mutual agreement between the District and CSEA all requests for permanent reclassification shall be made in accordance with this Article and shall be reviewed at least once a year. Except by mutual agreement between the District and CSEA all requests for changes in job description and/or classifications Requests will be considered under the following circumstances:

- a) newly established positions;
- b) reorganization of a department or site;

-----c) a position that has changed because of the addition of significant new job responsibilities.

-----d) a position that has not been reviewed within the last five (5) calendar years.

19.2.2 A request for reclassification may be initiated either by the supervisor or the employee. The initiator employee's or supervisor's shall complete the Reclassification Application (Appendix F) request shall be and submit it to the made through their supervisor Assistant Superintendent of Human Resources by October 1. The supervisor shall forward the request, together with their completed portion of the Reclassification Application to the The Human Resources Department Assistant Superintendent of Human Resources shall obtain input from the employee's supervisor (or from the employee if the process was initiated by the Supervisor). Only completed applications will be moved submitted to the committee for review, by November 1. If the Supervisor fails to meet the November 1 deadline, the request shall automatically be accepted for review by the committee. All requests must be received by the Assistant Superintendent of Human Resources by November 1. Detailed guidelines and applications for reclassification requests for classified employees (see Appendix F) are available in the Human Resources Department.

19.3 Procedures for Review and Appeal:

19.3.1 Upon receipt of the request, the Assistant Superintendent of Human Resources shall meet with the review committee. The review committee shall consist of the Assistant Superintendent of Human Resources or designee, two District representatives, and three appointed representatives from CSEA Chapter 411. The committee will use the following for consideration when developing their recommendation:

- a) current job duties being performed;
- b) current job description;
- c) comparable job descriptions and pay rates at neighboring and Bay Area districts;
- and

d) any other relevant information presented to the committee.

19.3.2 Appeal: The supervisor and the employee involved in making initiator of the request shall be informed in writing of the decision made by the committee and their right to appeal. If the request is disapproved, they will have five seven-(57) working days to request a rehearing before the committee. The request shall be submitted in writing to the Assistant Superintendent of Human Resources. The request shall be reviewed again by the committee.

19.43 Submission for of Recommendation to the Superintendent and the Board:

19.43.1 If a majority of the committee agrees with the reclassification, it will submit its recommendations to the Superintendent by February 15th. The Superintendent's will then make his/her recommendations shall be made to the Board of Trustees in March. The Board of Trustees will take action on these recommendations at the 2nd meeting in March. ~~If the Superintendent recommends it to the Board of Trustees, and The Board's approves the reclassification, this action decision shall be considered final and binding.~~

~~19.4.1 Upon completion of the appeals process, the committee will submit its recommendations to the Superintendent by February 15th.~~

19.5 Rights to Negotiate

19.5.1 ~~Should the Board-approved recommendation of the committee be to create include new bargaining unit job classifications, a new job descriptions and/or modified modifications of existing job descriptions, the Assistant Superintendent of Human Resources shall notify the CSEA Chapter President so that the parties may exercise their statutory rights to negotiate.~~

~~19.4.3-Ratification: At the next scheduled meeting of the Board of Trustees after GSEA ratification, the Superintendent will submit his/her recommendations and if applicable, any negotiated agreement pursuant to section 19.4.2 of this article.~~

19.6 Effective Date of Reclassified Position: When the Board of Trustees approves the recommended reclassification, the effective date of the reclassification shall be April 1, following Board approval. If the reclassification only results in the addition of new duties that had not been performed by the employee prior to their request for reclassification is to be effective in the future only, the salary schedule increase shall be effective when the reclassified work commences.

19.7 Salary Placement of Reclassified Positions: When a position or class of positions is reclassified, the position or positions shall be placed on the salary schedule in a range which will result in at least a two (2) range increase above the salary of the existing position or positions.

19.8 Temporary Change of Classification (Out of Class Pay): Any employee who is required to perform duties inconsistent with his/her current classification for a period of three (3) days or more in a fifteen (15) day period, shall be paid at the rate of the appropriate salary step within the salary range for the classification in which he/she serves, or at a five percent (5%) differential above the employee's current rate of pay, whichever is greater, for the entire period of service out of classification, whenever such service is in a higher classification. Any employee who is required to perform duties inconsistent with his/her current classification for a period of five (5) days or more in a fifteen (15) day period, shall be paid a five percent (5%) differential above the employee's current rate of pay, for the entire period of service out of classification, whenever such service is in an equal or lower classification.

19.9 Abolition of a Position or Class of Positions: If the District proposes to abolish a position or class of positions, it shall discuss the proposed action with CSEA before the decision is final.

19.10 Existing Classification Changes by the District: When a position becomes vacant, the District shall not reclassify that position without first consulting with CSEA.

see change on back

RECLASSIFICATION APPLICATION

APPENDIX F

To be completed by Classified Employee or Supervisor. Use additional pages if necessary.

Please complete this form and submit it to the Assistant Superintendent of Human Resources by October 1.

REASON FOR RECLASSIFICATION REQUEST

As per Article 19 of the Collective Bargaining Agreement between the California School Employees Association Chapter #411 (CSEA) and the San Mateo-Foster City School District (District), requests for reclassification will only be considered under the following circumstances. Please identify which of the following circumstance(s) this request falls under:

- a) a position that has changed because of a significant change in job duties due to the gradual addition of duties which are not reflected in the current job description or;
- b) to review a position that has not been reviewed within the last five calendar years.

Name _____ Date _____

Current Job Title _____ Salary Grade _____

Please refer to your current job description and list the significant and consistent change of required duties not in your current job description. List these changes of tasks and duties below and indicate the amount of hours that you spend on these tasks/duties each week.

A.	_____	Hrs _____
B.	_____	Hrs _____
C.	_____	Hrs _____
D.	_____	Hrs _____
	Total	Hrs _____

Please list any additional information below.

State any changes in the qualification for your position (skills, knowledge, ability).

I certify that the entries made above (or attached) are my own and to the best of my knowledge are accurate and complete. (Attachments must be dated and signed.)

Signature of Employee

Date

To be completed by Reclassification Committee and submitted to Superintendent by February 15.

RECOMMEND APPROVAL: YES by a vote of NO of . _____

RECOMMENDATION: If yes above, please state the Committee's recommendation to the Board of Trustee's below:

REASON FOR RECOMMENDATION: Please state the Committee's reason for either approving or denying this RECLASSIFICATION below:
